

City of Fremont, Nebraska, is inviting you to a Zoom webinar.
When: July 27, 2021 6:30 PM Central Time (US and Canada)
Topic: July 27, 2021 City Council & Board of Equalization Meetings

Zoom Meeting Information

View Video Tutorials:

<https://support.zoom.us/hc/en-us/articles/201362193-How-Do-I-Join-A-Meeting->

Please click the link below to join the webinar:

<https://zoom.us/j/91464913418>

Webinar ID: 914 6491 3418

Or iPhone one-tap :

US: +13462487799,,99094476640# or +16699009128,,99094476640#

Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 9128

+1 346 248 7799

+1 301 715 8592

+1 312 626 6799

+1 646 558 8656

+1 253 215 8782

Webinar ID: 914 6491 3418

International numbers available: <https://zoom.us/u/ac3jsnwxxkH>

Please note: Zoom requires a name and an email address to participate via computer, tablet or smartphone. Please enter your first name and enter attendee@fremontne.gov as your email address.

If you participate by telephone, no identification is required. To request to make a comment during a public hearing or public comment period, please **press *9 to electronically raise your hand** allowing the Mayor to call on you. Once called upon you will be notified that you are unmuted. **Press *6 to unmute your phone and press *6 to mute your phone** when you are finished speaking, or wait to be muted by the host.



BOARD OF EQUALIZATION & REGULAR CITY COUNCIL MEETING
July 27, 2021 - 7:00 PM
Public Comment 6:30 PM
City Council Chambers 400 East Military, Fremont NE

BOARD OF EQUALIZATION AGENDA

7:00 PM

MEETING CALLED TO ORDER

ROLL CALL

- [1.](#) Resolution 2021-101 levying a special tax and assessment in the amount of \$361.16 against Jensens PT W1/2 Frac BLK 21 (249 W. Washington) to pay the costs of weed and debris removal and assessment

ADJOURNMENT

CITY COUNCIL REGULAR MEETING AGENDA

7:00 PM – Following the preceding Meeting

MEETING CALLED TO ORDER

ROLL CALL

MAYOR COMMENTS

(There will be no discussion from the Council or the public regarding comments made by the Mayor. Should anyone have questions regarding the comments, please contact the Mayor after the meeting)

1. Motion to adopt current agenda for the July 27, 2021 Regular Meeting

CONSENT AGENDA: All items in the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately.

2. Motion to approve July 14, 2021 through July 27, 2021 claims and authorize checks to be drawn on the proper accounts

- [3.](#) Dispense with and approve July 13, 2021 Regular City Council and Special City Council Meeting Minutes
- [4.](#) Motion to authorize the Mayor to sign Deed of Reconveyance for four properties 1735 N Logan Street, 722 E Dodge Street, 615 W Jackson Street, and 448 E 11th for completing CDBG Loan requirements
- [5.](#) Motion to authorize City Staff to sign Employee Assistance Provider 2-year renewal with BestCare EAP
- [6.](#) Resolution 2021-102 to recommend approval of Liquor Manager Applications for Krystal M. Carter at two Casey's General Store locations
- [7.](#) Resolution 2021-103 authorizing the execution of a service/consultant agreement with Northeast Nebraska Economic Development District (NENEDD) for the general administration of Community Development Block Grant 20-EMCV-003 - LifeHouse food pantry remodel
- [8.](#) Resolution 2021-104 authorizing the execution of a service/consultant agreement with Northeast Nebraska Economic Development District (NENEDD) for the general administration of Community Development Block Grant 20-EMCV-004 - LifeHouse emergency homeless shelter
- [9.](#) Resolution 2021-105 authorizing the execution of a service/consultant agreement with Northeast Nebraska Economic Development District (NENEDD) for the general administration of Community Development Block Grant 20-EMCV-006 - LifeHouse food security program
- [10.](#) Motion to approve concrete license application(s) for Drew's United Roofing and Siding
- [11.](#) Move to authorize City Clerk to sign two Special Designated Licenses for Tin Lizzy Tavern in August 2021

UNFINISHED BUSINESS: Requires individual associated action

- [12.](#) Council Member Ellis item - Ordinance 5578 restricting parking near mailboxes (final reading)

NEW BUSINESS: Requires individual associated action

- [13.](#) Motion to approve the recommendation of the Mayor to appoint Becky Pence to an unexpired term on the Library Board ending January 2024
- [14.](#) Move to confirm appointment of Adam Macpherson as Police Sergeant per Mayor recommendation
- [15.](#) Motion to approve the recommendation of the Mayor to reappoint Michelle Wiese to a five-year term ending June 2026, and Jennifer Greunke to an unexpired term ending June 2025, both to the Utility and Infrastructure Board
16. Ordinance 5579 amending Chapter 9 of the Municipal Code to adopt the 2018 International Code Council's codes (staff request to suspend rules and move to final reading)

ADJOURNMENT

Agenda posted at the Municipal Building on July 21, 2021 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on July 21, 2021. This meeting is preceded by publicized notice in the Fremont Tribune on the last Thursday of the preceding month and the agenda, including any notice of study session or public hearing, is displayed in the Municipal Building and is open to the public. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on the agenda.

§2-109 Audience / Participant; Rules of Conduct.

The following rules are established for audience members and participants at a Council meeting:

1. At the discretion of the presiding officer, any person may address the Council, on any agenda item; however, questions to City officials or staff, other speakers, or members of the audience are not permitted and will not be answered.
2. Any person wishing to address the Council shall first state their name and address
3. Remarks shall be limited to five minutes unless extended or limited by the Presiding Officer or majority vote of the Council.
4. No person will be permitted to address the Council more than once during discussion of a particular agenda item. Rebuttal comments are not permitted.
5. Repetitive or cumulative remarks may be limited or excluded by the Presiding Officer or majority vote of the Council.
6. Profanity or raised voice is not permitted.
7. Applause, booing, or other indications of support or displeasure with a speaker are not permitted.
8. Any person violating these rules may be removed from the Council Chambers.

The following additional rules are established and applicable for public participants at an Open Public Comment Period or Study Session meeting:

9. At the direction of the presiding officer, Open Public Comment Period Speaker Topics will be limited to those not covered by a published agenda for any Study Session, or any regular City Council meeting.
10. A priority to speak at Open Public Comment Periods and Study Session shall be given to those speakers who reside within the City limits, or within the ETJ (Extra-Territorial Jurisdiction – a two (2) mile radius of the City limits) of Fremont, and then, as time allows, to those who do not.
11. Member of the public wishing to speak at a Study Session will be required to limit their comments to those that are directly related to the Publicly Noticed Study Session agenda topic(s).
12. Written letters addressed to the City Council will be accepted, as will comment cards that will be made available and collected from those who attend Open Public Comment Period and Study Session meetings who do not wish to speak publicly, but have an issue or concern that they believe the Council should be made aware of.

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Tyler Ficken, City Clerk
DATE: July 27, 2021
SUBJECT: Nuisance Lien ARG Property Grp Inc.

Recommendation: Move to approve the Resolution 2021-101

Background: Owner has been billed for work completed by the Street Department as ordered by the Building Department. The bill remains unpaid after two months. State Statute allows the City to file a lien against the property. An additional \$20.00 is charged to cover the cost of filing and releasing the lien. Owners on record when the work was completed are as follows:

Owner	Location	Amount
ARG Property Grp Inc.	249 W. Washington (Jensens PT W1/2 Frac Blk 21)	\$361.16

Fiscal Impact: reimbursement of \$361.16

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ARG Property Grp Inc.
49 Pratt St.
Essex, Ct 06426



9590 9402 5862 0038 9563 29

2. Article Number (Transfer from service label)

7019 2280 0002 1428 4604

PS Form 3811, July, 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

LN C2

☐ Agent

☐ Addressee

B. Received by (Printed Name)

0019

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
MAY 17 2021

BY:

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

Insured Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☒ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent to

Street and Apt. No., or PO Box No.

City, State, Zip+4®

ARG Property Grp Inc.
49 Pratt St.
Essex, Ct 06426

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark Here

FREMONT NE 68025

7019 2280 0002 1428 4604

CITY OF FREMONT
CITY CLERK OFFICE
400 EAST MILITARY
FREMONT NE 68025
402-727-2633

INVOICE

May 6, 2021

ARG PROPERTY GRP INC
49 Pratt St
Essex, CT 06426

The property at 249 W Washington, Fremont, Nebraska has been cited in violation of the Fremont Muni Code Article 4 Nuisances: Abatement - to wit: Weeds & debris

This clean up was completed on April 30, 2021

CLEAN UP OF PROPERTY AT 249 W Washington (Jensens PT W1/2 Frac BLK 21, 270034342)

Labor	\$	186.16	
Equipment	\$	155.00	
Disposal Fees	\$	-	
	\$	<u>341.16</u>	total amount due

This must be paid or payment arrangements made by June 29, 2021. If not, a lien will be filed against the property. Please make check payable to City of Fremont. If you have any questions, contact me at 402/727-2635.

Sincerely,
CITY OF FREMONT

Tyler Ficken, City Clerk

INVOICE

CITY OF FREMONT
CITY CLERK
400 EAST MILITARY
FREMONT, NE 68025

(402) 727-2628

TO: ARG PROPERTY GRP INC 270034342
49 PRATT ST
ESSEX, CT 06426

INVOICE NO: 15337
DATE: 5/06/21

CUSTOMER NO: 1386/1386

TYPE: DB - DEBRIS/WEED CLEANUP

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	249 W WASHINGTON-JENSEN PT W1/2 FRAC BLK 21	341.16	341.16

TOTAL DUE: \$341.16

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 5/06/21 DUE DATE: 7/05/21
CUSTOMER NO: 1386/1386

NAME: ARG PROPERTY GRP INC 270034342
TYPE: DB - DEBRIS/WEED CLEANUP

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF FREMONT
CITY CLERK
400 EAST MILITARY
FREMONT NE 68025

INVOICE NO: 15337
TERMS: NET 60 DAYS

AMOUNT: \$341.16

RESOLUTION NO. 2021-101

A Resolution of the City Council of the City of Fremont Nebraska, levying a special tax and assessment in the amount of \$361.16 against Jensens PT W1/2 Frac Blk 21 to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska (owner: ARG Property Grp Inc.) to pay the costs of weed and debris removal and assessment.

Whereas, the Chief Building Inspector notified or attempted to notify by certified mail the owner and/or occupant of the property described as Jensens PT W1/2 Frac Blk 21 to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska in Dodge County, Nebraska, and

Whereas, the City Council, under the direction of the Chief Building Inspector, ordered the nuisance removed and directed the owner and/or occupant be billed the actual cost of employee and equipment hours spent removing the nuisance, and

Whereas, the cost of removing said nuisance has been properly billed and remains unpaid after two months from the billing date.

NOW THEREFORE BE IT RESOLVED: There is hereby levied and charged against Jensens PT W1/2 Frac Blk 21 to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska (owner: ARG Property Grp Inc.) in Dodge County, Nebraska, a special assessment in the amount of \$361.16 to pay the cost of nuisance removal and assessment.

PASSED AND APPROVED THIS 27TH DAY OF JULY, 2021.

JOEY SPELLERBERG, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jody Sanders, Director of Finance
DATE: July 27, 2021
SUBJECT: Claims

Recommendation: Move to approve July 14 through July 27, 2021 claims, as well as subsequent claims due and payable before the next meeting of the City Council, and authorize checks to be drawn on the proper accounts.

Background: Council will review claims via email July 26, 2021. In addition, Staff is requesting approval by the Council to pay claims that will become due and payable (by virtue of contractual agreements or regulatory requirements) before the next City Council meeting.

The amount due is not known as of this staff report, but the related vendors are listed below. These approved claims will still be presented as claims at the next City Council meeting and included in the total requested by Council for approval.

- Direct deposit of employee payroll on August 5, 2021, and related withholdings remitted to pension plans, federal and state tax withholdings, and garnishments.
- Nebraska Department of Revenue – sales & lodging tax collected by the City at various facilities.
- Health and dental claims paid by the City's third-party administrator Blue Cross and Blue Shield, as well as Health care reinsurance premiums payable.
- Life and Disability (ST & LT) premiums payable to Lincoln National Life Insurance Co. monthly.
- Workers compensation claims paid by the City's third-party administrator Tri-Star.
- Transmission and energy purchases payable to Southwest Power Pool, Omaha Public Power District, Department of Energy/WAPA, and Cottonwood Wind Project.
- Natural gas purchases from Northern Natural Gas/US Energy, BP, Cargill, Central Plains Energy Project (CPEP) and Public Energy Authority of Kentucky (PEAK).
- Coal purchases from Navajo Transitional Energy Co., Cloud Peak Energy Resources, Peabody coal, and freight charges to Union Pacific, as well as Pete Lien & Sons for lime and ADA Carbon Solutions for carbon, both for the Unit 8 scrubber.
- Progress payments to Emerson Process Management under the contract for the SCADA project.
- Bond principal and interest payments to BOK Financial NA.
- UPS weekly invoice for shipping costs, due within ten days or late fees are incurred.

There are a limited number of agencies that debit the City's bank account for credit card processing fees, kiosk fees, bank analysis fees and occasionally NSF fees from our Ambulance Billing contractor. These are based on a fee schedule.

Fiscal Impact:	City/Governmental funds claims total	\$ 2,168,976.26
	Utility funds claims total	<u>2,711,562.59</u>
	Total of all claims	<u>\$ 4,880,538.85</u>

PREPARED 07/21/2021 15:30:38
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 07212021 SHEETSJ

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	07/22/2021
All banks	A

REPORT SEQUENCE OPTIONS:

Vendor		One vendor per page? (Y,N)	N
Bank/Vendor	X	One vendor per page? (Y,N)	N
Fund/Dept/Div		Validate cash on hand? (Y,N)	N
Fund/Dept/Div/Element/Obj		Validate cash on hand? (Y,N)	N
Proj/Fund/Dept/Div/Elm/Obj			

This report is by: Bank/Vendor

Process by bank code? (Y,N)	Y
Print reports in vendor name sequence? (Y,N) . .	Y
Calendar year for 1099 withholding	2021
Disbursement year/per	2021/10
Payment date	07/22/2021

PROGRAM: GM339L

AS OF: 07/22/2021 PAYMENT DATE: 07/22/2021

City of Fremont

General Fund

BANK: 00

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000584 20210722	00	CEI PR0722	00	07/22/2021	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	116,542.23
						VENDOR TOTAL *	.00	116,542.23
0004234 20210722	00	DEPARTMENT OF UTILITIES C S PR0722	00	07/22/2021	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	725.63
						VENDOR TOTAL *	.00	725.63
0005193 20210722	00	DEPARTMENT OF UTILITIES PAYROLL PR0722	00	07/22/2021	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	70,149.46
						VENDOR TOTAL *	.00	70,149.46
0003226 20210708 20210722	00	FRATERNAL ORDER OF POLICE #37 PR0708 PR0722	00	07/22/2021 07/22/2021	001-0000-201.00-00 001-0000-201.00-00	PAYROLL SUMMARY PAYROLL SUMMARY	EFT: EFT:	810.00 810.00
						VENDOR TOTAL *	.00	1,620.00
0004629 20210722	00	INTERNAL REVENUE SERVICE PR0722	00	07/22/2021	001-0000-201.00-00	PAYROLL SUMMARY	92,985.71	
						VENDOR TOTAL *	92,985.71	
0006970 20210722	00	INTL ASSN OF FIREFIGHTERS PR0722	00	07/22/2021	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	915.07
						VENDOR TOTAL *	.00	915.07
0005477 20210722	00	LAUGHLIN TRUSTEE, KATHLEEN A PR0722	00	07/22/2021	001-0000-201.00-00	PAYROLL SUMMARY	277.00	
						VENDOR TOTAL *	277.00	
0003205 20210708 20210722	00	NEBRASKA PUBLIC EMPLOYEES LOCAL 251 PR0708 PR0722	00	07/22/2021 07/22/2021	001-0000-201.00-00 001-0000-201.00-00	PAYROLL SUMMARY PAYROLL SUMMARY	375.00 375.00	
						VENDOR TOTAL *	750.00	
		00 General Fund				BANK TOTAL *	94,012.71	189,952.39

PROGRAM: GM339L

AS OF: 07/22/2021

PAYMENT DATE: 07/22/2021

City of Fremont

Employee Benefits

BANK: 01

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
<hr/>									
0003370	00	BLUE CROSS	BLUE	SHIELD OF NEBRASKA					
07/09/21	MANUAL	000665		01	07/09/2021	060-0660-442.70-01	07/01/21-07/06/21	CHECK #:	101584
07/09/21	MANUAL	000666		01	07/09/2021	060-0660-443.70-01	07/01/21-07/06/21	CHECK #:	101584
07/14/21	MANUAL	000674		01	07/14/2021	060-0660-442.70-03	06/21 ADMIN FEES	CHECK #:	101508
07/14/21	MANUAL	000675		01	07/14/2021	060-0660-443.70-03	06/21 ADMIN FEES	CHECK #:	101508
07/14/21	MANUAL	000676		01	07/14/2021	060-0660-442.70-05	06/21 ADMIN FEES	CHECK #:	101508
07/14/21	MANUAL	000677		01	07/14/2021	060-0660-442.70-02	06/21 ADMIN FEES	CHECK #:	101508
07/14/21	MANUAL	000679		01	07/14/2021	060-0660-442.70-01	07/07/21-07/13/21	CHECK #:	101509
07/14/21	MANUAL	000680		01	07/14/2021	060-0660-443.70-01	07/07/21-07/13/21	CHECK #:	101509
VENDOR TOTAL *								.00	149,292.57
0006845	00	ROCKY MOUNTAIN RESERVE LLC							
07/12/21	MANUAL	000672		01	07/12/2021	060-0660-444.70-01	07/05/21-07/11/21	CHECK #:	101507
VENDOR TOTAL *								.00	2,306.93
0006707	00	TRISTAR RISK MANAGEMENT							
113187	PREFUND	000668		01	07/12/2021	061-0000-101.12-00	PREFUND 20836991	CHECK #:	101505
113188	MANUAL	000670		01	07/12/2021	061-0000-101.12-00	CLAIMS 06/30/21	CHECK #:	101506
113276	PREFUND	000682		01	07/16/2021	061-0000-101.12-00	PREFUND 20820314	CHECK #:	101510
VENDOR TOTAL *								.00	112,985.37
01 Employee Benefits				BANK TOTAL *				.00	264,584.87

Prepared 7/21/21, 8:03:48

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Pay Date 7/22/21

Direct Deposit Register

Primary FIRST NATIONAL BANK

Program PR530L

Account Number	Employee Name	Social Security	Deposit Amount
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Final Total	286,726.42	Count	240
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CITY OF FREMONT
ELECTRONIC WITHDRAWAL LIST

FOR CITY COUNCIL MEETING: 7/27/21

AJ GROUP NO	VENDOR NAME	WITHDRAWAL DATE	ACCOUNT NO	ITEM DESCRIPTION	WITHDRAWAL AMOUNT
4681	SIMPLIFILE	07/19/21	042-0772-490-20-33	Register of Deeds	12.00
TOTAL EXPENDITURES					12.00

PREPARED 07/22/2021 12:58:59
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 07222021 SHEETSJ

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	07/28/2021
All banks	A

REPORT SEQUENCE OPTIONS:

Vendor		One vendor per page? (Y,N)	N
Bank/Vendor	X	One vendor per page? (Y,N)	N
Fund/Dept/Div		Validate cash on hand? (Y,N)	N
Fund/Dept/Div/Element/Obj		Validate cash on hand? (Y,N)	N
Proj/Fund/Dept/Div/Elm/Obj			

This report is by: Bank/Vendor

Process by bank code? (Y,N)	Y
Print reports in vendor name sequence? (Y,N) . .	Y
Calendar year for 1099 withholding	2021
Disbursement year/per	2021/10
Payment date	07/28/2021

PROGRAM: GM339L

AS OF: 07/28/2021

PAYMENT DATE: 07/28/2021

City of Fremont

General Fund

BANK: 00

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000956 446085	00	A & A DRUG CO INC PI4797 040124	00	07/28/2021	001-1206-422.30-33	BLANKET PURCHASE ORDER	149.96	
						VENDOR TOTAL *	149.96	
0000959 123774/3	00	ACE HARDWARE PI4859 041432	00	07/28/2021	001-1206-422.30-56	GENERAL	445.98	
123801/3		PI4736 040123	00	07/28/2021	001-2027-452.30-48	BLANKET PURCHASE ORDER	149.99	
123947/3		PI4861 040123	00	07/28/2021	001-2027-452.30-56	BLANKET PURCHASE ORDER	46.47	
123853/3		PI4737 040123	00	07/28/2021	012-2025-431.30-44	BLANKET PURCHASE ORDER	19.98	
123853/3		PI4738 040123	00	07/28/2021	012-2025-431.30-79	BLANKET PURCHASE ORDER	43.14	
123898/3		PI4739 040123	00	07/28/2021	012-2025-431.30-44	BLANKET PURCHASE ORDER	19.98	
123898/3		PI4740 040123	00	07/28/2021	012-2025-431.30-56	BLANKET PURCHASE ORDER	23.98	
123898/3		PI4741 040123	00	07/28/2021	012-2025-431.30-79	BLANKET PURCHASE ORDER	64.86	
						VENDOR TOTAL *	814.38	
0006884 JUNE 2021	00	ADAMS & SULLIVAN PC LLO PI4907 040278	00	07/28/2021	001-1016-412.20-34	BLANKET PURCHASE ORDER	23,516.88	June legal services
JUNE 2021		PI4908 040278	00	07/28/2021	001-1016-412.20-34	BLANKET PURCHASE ORDER	23,516.87	
						VENDOR TOTAL *	47,033.75	
0000965 87836	00	ALL SYSTEMS LLC PI4919 041343	00	07/28/2021	001-2027-452.20-60	BLANKET PURCHASE ORDER	910.00	
87836		PI4920 041343	00	07/28/2021	001-2027-452.30-56	BLANKET PURCHASE ORDER	1,784.00	
						VENDOR TOTAL *	2,694.00	
0003845 22360250	00	AMERICAN RED CROSS HEARTLAND PI4840 041370	00	07/28/2021	001-2029-451.20-13	BLANKET PURCHASE ORDER	1,385.00	
						VENDOR TOTAL *	1,385.00	
0007078 93597	00	ANIMAL CARE EQUIPMENT & SERVICES PI4769 041190	00	07/28/2021	001-1410-421.20-11	GENERAL	20.00	
93597		PI4770 041190	00	07/28/2021	001-1410-421.30-33	GENERAL	195.30	
						VENDOR TOTAL *	215.30	
0002869 00196707	00	AQUA-CHEM INC PI4783 041231	00	07/28/2021	001-2028-451.30-32	BLANKET PURCHASE ORDER	410.00	
00196708		PI4784 041231	00	07/28/2021	001-2030-451.30-32	BLANKET PURCHASE ORDER	1,194.00	
						VENDOR TOTAL *	1,604.00	
0000983 32806	00	ARPS PI4742 040127	00	07/28/2021	012-2025-431.30-69	BLANKET PURCHASE ORDER	632.50	
32836		PI4743 040127	00	07/28/2021	012-2025-431.30-69	BLANKET PURCHASE ORDER	1,358.25	
32915		PI4863 040127	00	07/28/2021	012-2025-431.30-69	BLANKET PURCHASE ORDER	1,580.50	
						VENDOR TOTAL *	3,571.25	
0006846 3648X07112021	00	AT&T MOBILITY LLC PI4994 041223	00	07/28/2021	001-1206-422.20-12	GENERAL	379.65	
						VENDOR TOTAL *	379.65	

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VEND NO	SEQ#	VENDOR NAME								EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
9999999	00	AUFENKAMP, JAKE								
183590		AUFENKAM000687		00	07/28/2021	001-0000-202.04-00	JAKE AUFENKAMP/KEY DEP	30.00		
VENDOR TOTAL *								30.00		
0003298	00	AUTOZONE INC								
1652566112		PI4948	040126	00	07/28/2021	001-1206-422.30-63	BLANKET PURCHASE ORDER	9.09		
1652559587		PI4862	040126	00	07/28/2021	012-2025-431.30-63	BLANKET PURCHASE ORDER	55.31		
VENDOR TOTAL *								64.40		
0004311	00	BAUER BUILT INC								
880084312		PI4744	040129	00	07/28/2021	001-1209-421.20-60	BLANKET PURCHASE ORDER	20.00		
880084312		PI4745	040129	00	07/28/2021	001-1209-421.30-63	BLANKET PURCHASE ORDER	146.52		
880084505		PI4746	040129	00	07/28/2021	001-1209-421.20-60	BLANKET PURCHASE ORDER	26.00		
880084505		PI4747	040129	00	07/28/2021	001-1209-421.30-63	BLANKET PURCHASE ORDER	97.00		
880084242		PI4790	041380	00	07/28/2021	012-2025-431.20-60	FIELD PURCHASE ORDER	177.00		
880084242		PI4791	041380	00	07/28/2021	012-2025-431.30-63	FIELD PURCHASE ORDER	740.86		
880084604		PI4864	040129	00	07/28/2021	012-2025-431.20-60	BLANKET PURCHASE ORDER	15.00		
880084604		PI4865	040129	00	07/28/2021	012-2025-431.30-63	BLANKET PURCHASE ORDER	7.50		
VENDOR TOTAL *								1,229.88		
0006897	00	BLUE TO GOLD LAW ENFORCEMENT								
UNIV02-68025-CM		PI4793	041413	00	07/28/2021	001-1209-421.20-13	GENERAL	138.00		
UNIV4-68025-CM		PI4794	041413	00	07/28/2021	001-1209-421.20-13	GENERAL	69.00		
VENDOR TOTAL *								207.00		
0002719	00	BLUETARP FINANCIAL/NORTHERN TOOL								
48207868		PI4841	041371	00	07/28/2021	001-2027-452.30-33	BLANKET PURCHASE ORDER	420.34		
VENDOR TOTAL *								420.34		
0004035	00	BOMGAARS SUPPLY INC								
16662810		PI4798	040130	00	07/28/2021	001-1206-422.30-56	BLANKET PURCHASE ORDER	32.98		
16657547		PI4748	040130	00	07/28/2021	001-2026-451.30-56	BLANKET PURCHASE ORDER	31.96		
16660085		PI4749	040130	00	07/28/2021	001-2027-452.30-79	BLANKET PURCHASE ORDER	79.97		
16662525		PI4750	040130	00	07/28/2021	001-2027-452.30-33	BLANKET PURCHASE ORDER	79.96		
16662314		PI4866	040130	00	07/28/2021	001-2027-452.30-64	BLANKET PURCHASE ORDER	35.99		
16662642		PI4867	040130	00	07/28/2021	001-2027-452.30-32	BLANKET PURCHASE ORDER	7.98		
16662791		PI4868	040130	00	07/28/2021	001-2027-452.30-44	BLANKET PURCHASE ORDER	20.97		
16663987		PI4869	040130	00	07/28/2021	012-2025-431.30-63	BLANKET PURCHASE ORDER	26.98		
VENDOR TOTAL *								316.79		
0002902	00	BORDER STATES / KRIZ-DAVIS								
922433586		PI4874	040143	00	07/28/2021	001-2026-451.30-48	BLANKET PURCHASE ORDER	68.93		
922399547		PI4754	040143	00	07/28/2021	001-2027-452.30-48	BLANKET PURCHASE ORDER	137.44		
922399722		PI4755	040143	00	07/28/2021	001-2027-452.30-48	BLANKET PURCHASE ORDER	127.20		
VENDOR TOTAL *								333.57		
0003427	00	BRODART CO								
B6220770		PI4895	040232	00	07/28/2021	001-2031-455.30-51	GENERAL	373.77		
B6220856		PI4896	040232	00	07/28/2021	001-2031-455.30-51	GENERAL	632.71		

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0003427	00	BRODART CO						
						VENDOR TOTAL *	1,006.48	
0006906	00	BURNS & MCDONNELL ENGINEERING CO						
115366 #21		PI4735 038123 00 07/28/2021			029-2034-466.45-34	GENERAL	1,115.59	
						VENDOR TOTAL *	1,115.59	
0006534	00	CAPPEL AUTO SUPPLY INC						
045085		PI4757 040160 00 07/28/2021			001-2027-452.30-56	BLANKET PURCHASE ORDER	44.94	
045340		PI4888 040160 00 07/28/2021			012-2025-431.30-63	BLANKET PURCHASE ORDER	13.04	
						VENDOR TOTAL *	57.98	
0006311	00	CAROLINA SOFTWARE						
79846		PI4762 040218 00 07/28/2021			001-1013-432.20-65	FIELD PURCHASE ORDER	400.00	
						VENDOR TOTAL *	400.00	
0005030	00	CENTER POINT LARGE PRINT						
1859742		PI4898 040234 00 07/28/2021			001-2031-455.30-51	GENERAL	497.34	
						VENDOR TOTAL *	497.34	
0002675	00	CENTURYLINK						
4027272630	0721	PI5009 040223 00 07/28/2021			001-1015-415.20-12	BLANKET PURCHASE ORDER	892.92	
4027272664	0721	PI5011 040223 00 07/28/2021			001-1015-415.20-12	BLANKET PURCHASE ORDER	2.80	
4027279926	0721	PI5013 040223 00 07/28/2021			001-1015-415.20-12	BLANKET PURCHASE ORDER	54.89	
4027210086	0721	PI5008 040223 00 07/28/2021			001-2029-451.20-12	BLANKET PURCHASE ORDER	65.22	
4027272630	0721	PI5010 040223 00 07/28/2021			012-2025-431.20-12	BLANKET PURCHASE ORDER	42.76	
4027279135	0721	PI5012 040223 00 07/28/2021			029-2034-466.20-12	BLANKET PURCHASE ORDER	116.36	
						VENDOR TOTAL *	1,174.95	
0005994	00	CONSOLIDATED MANAGEMENT CO						
220715		PI4967 040303 00 07/28/2021			001-1209-421.20-13	GENERAL	25.36	
						VENDOR TOTAL *	25.36	
0001038	00	COPY SHOP						
061621		PI4751 040132 00 07/28/2021			001-1209-421.30-35	BLANKET PURCHASE ORDER	100.55	
062421		PI4789 041375 00 07/28/2021			001-1209-421.30-35	GENERAL	459.00	
						VENDOR TOTAL *	559.55	
0001643	00	CULLIGAN OF OMAHA						
1006073		PI4906 040247 00 07/28/2021			001-1209-421.20-99	GENERAL	65.00	
						VENDOR TOTAL *	65.00	
0003493	00	DEMCO INC						
INV00013222		PI4942 041437 00 07/28/2021			001-2031-419.30-55	GENERAL	754.68	
						VENDOR TOTAL *	754.68	
0002897	00	DIERS INC						
5022177		PI4752 040135 00 07/28/2021			001-1209-421.30-63	BLANKET PURCHASE ORDER	74.12	
6070274		PI4753 040135 00 07/28/2021			001-1209-421.30-63	BLANKET PURCHASE ORDER	254.14	

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INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO	NO						AMOUNT
0002897	00	DIERS INC							
5022223		PI4870	040135	00	07/28/2021	001-1209-421.30-63	BLANKET PURCHASE ORDER	44.92	
5022250		PI4871	040135	00	07/28/2021	001-1209-421.30-63	BLANKET PURCHASE ORDER	134.76	
							VENDOR TOTAL *	507.94	
0001511	00	DON'S PIONEER UNIFORM							
65975		PI4771	041193	00	07/28/2021	001-1209-421.30-52	GENERAL	10.49	
65975		PI4775	041194	00	07/28/2021	001-1209-421.30-52	GENERAL	10.49	
66005		PI4779	041194	00	07/28/2021	001-1209-421.30-52	GENERAL	85.39	
66005		PI4781	041194	00	07/28/2021	001-1209-421.20-11	GENERAL	10.07	
65994		PI4786	041353	00	07/28/2021	001-1209-421.20-11	GENERAL	19.39	
65994		PI4787	041353	00	07/28/2021	001-1209-421.30-52	GENERAL	599.51	
65995		PI4788	041373	00	07/28/2021	001-1209-421.30-52	GENERAL	72.90	
66021		PI4832	041353	00	07/28/2021	001-1209-421.20-11	GENERAL	14.92	
66021		PI4833	041353	00	07/28/2021	001-1209-421.30-52	GENERAL	57.90	
66007		PI4921	041353	00	07/28/2021	001-1209-421.20-11	GENERAL	16.12	
66007		PI4922	041353	00	07/28/2021	001-1209-421.30-52	GENERAL	299.99	
66008		PI4923	041353	00	07/28/2021	001-1209-421.20-11	GENERAL	10.99	
66008		PI4924	041353	00	07/28/2021	001-1209-421.30-52	GENERAL	102.85	
65975		PI4772	041193	00	07/28/2021	001-1410-421.30-52	GENERAL	4.50	
65975		PI4774	041193	00	07/28/2021	001-1410-421.20-11	GENERAL	1.70	
65975		PI4776	041194	00	07/28/2021	001-1410-421.30-52	GENERAL	4.50	
65975		PI4778	041194	00	07/28/2021	001-1410-421.20-11	GENERAL	1.71	
66005		PI4780	041194	00	07/28/2021	001-1410-421.30-52	GENERAL	36.59	
66005		PI4782	041194	00	07/28/2021	001-1410-421.20-11	GENERAL	4.32	
							VENDOR TOTAL *	1,364.33	
0006357	00	DREWS, DOUGLAS N							
062721		PI4763	040975	00	07/28/2021	001-2027-452.20-99	BLANKET PURCHASE ORDER	120.00	
062721		PI4764	040975	00	07/28/2021	001-2027-452.20-99	GENERAL	465.00	
070421		PI4765	040975	00	07/28/2021	001-2027-452.20-99	BLANKET PURCHASE ORDER	405.00	
070421		PI4766	040975	00	07/28/2021	001-2027-452.20-99	GENERAL	120.00	
071121		PI4982	040975	00	07/28/2021	001-2027-452.20-99	BLANKET PURCHASE ORDER	587.60	
071121		PI4983	040975	00	07/28/2021	001-2027-452.20-99	GENERAL	122.40	
071821		PI4984	040975	00	07/28/2021	001-2027-452.20-99	BLANKET PURCHASE ORDER	575.87	
071821		PI4985	040975	00	07/28/2021	001-2027-452.20-99	GENERAL	49.13	
							VENDOR TOTAL *	2,445.00	
0003087	00	EAKES OFFICE SOLUTIONS							
8287176-0		PI4850	041400	00	07/28/2021	001-2031-455.30-31	GENERAL	50.52	
							VENDOR TOTAL *	50.52	
0006061	00	ELEMETAL FABRICATION LLC							
20971		PI4756	040148	00	07/28/2021	001-2027-452.30-56	BLANKET PURCHASE ORDER	80.72	
							VENDOR TOTAL *	80.72	
0001091	00	EMANUEL PRINTING INC							
15714		PI4930	041408	00	07/28/2021	001-1004-424.30-35	GENERAL	53.38	
15714		PI4931	041408	00	07/28/2021	001-2024-416.30-35	GENERAL	53.38	

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0001091	00	EMANUEL PRINTING INC						
						VENDOR TOTAL *	106.76	
0006149 171473	00	ENGINEERED CONTROLS INC PI4934 041424 00 07/28/2021		07/28/2021	001-2031-455.30-49	GENERAL	262.00	
						VENDOR TOTAL *	262.00	
0003909 2021224	00	FIRST NATIONAL BANK OF OMAHA PI5007 041451 00 07/28/2021		07/28/2021	001-1209-421.30-31	GENERAL	50.00	
						VENDOR TOTAL *	50.00	
0003360 JUN 2021	00	FREMONT AVIATION PI4909 040291 00 07/28/2021		07/28/2021	029-2034-466.20-99	BLANKET PURCHASE ORDER	2,729.60	
						VENDOR TOTAL *	2,729.60	
0001111 564527	00	FREMONT BUILDERS SUPPLY INC PI4910 040394 00 07/28/2021		07/28/2021	001-1209-421.20-60	GENERAL	400.00	
564527		PI4911 040394 00 07/28/2021		07/28/2021	001-1209-421.30-49	GENERAL	271.65	
564378		PI4767 041012 00 07/28/2021		07/28/2021	012-2025-431.20-60	FIELD PURCHASE ORDER	400.00	
564378		PI4768 041012 00 07/28/2021		07/28/2021	012-2025-431.30-49	FIELD PURCHASE ORDER	2,672.50	
						VENDOR TOTAL *	3,744.15	
0001112 46492	00	FREMONT ELECTRIC INC PI4761 040189 00 07/28/2021		07/28/2021	001-2026-451.20-60	BLANKET PURCHASE ORDER	70.00	
46544		PI4960 040189 00 07/28/2021		07/28/2021	001-2026-451.20-60	BLANKET PURCHASE ORDER	240.00	
46517		PI4891 040189 00 07/28/2021		07/28/2021	001-2027-452.20-60	BLANKET PURCHASE ORDER	95.00	
46517		PI4892 040189 00 07/28/2021		07/28/2021	001-2027-452.30-48	BLANKET PURCHASE ORDER	130.16	
46509		PI4937 041426 00 07/28/2021		07/28/2021	001-2027-452.20-60	BLANKET PURCHASE ORDER	371.83	
46509		PI4938 041426 00 07/28/2021		07/28/2021	001-2027-452.30-48	BLANKET PURCHASE ORDER	185.91	
46483		PI4760 040189 00 07/28/2021		07/28/2021	001-2028-451.20-60	BLANKET PURCHASE ORDER	70.00	
46508		PI4935 041425 00 07/28/2021		07/28/2021	001-2028-451.20-60	BLANKET PURCHASE ORDER	395.00	
46508		PI4936 041425 00 07/28/2021		07/28/2021	001-2028-451.30-56	BLANKET PURCHASE ORDER	370.55	
						VENDOR TOTAL *	1,928.45	
0001125 JUN 21 LIQUOR	00	FREMONT PUBLIC SCHOOLS 000688		07/28/2021	001-0000-208.01-00	JUN 21 LIQUOR	150.00	
						VENDOR TOTAL *	150.00	
0001131 992940	00	FREMONT TRIBUNE PI4814 040163 00 07/28/2021		07/28/2021	001-1002-415.20-33	BLANKET PURCHASE ORDER	10.80	
991143		PI4758 040163 00 07/28/2021		07/28/2021	001-1003-415.20-33	BLANKET PURCHASE ORDER	9.16	
991961		PI4759 040163 00 07/28/2021		07/28/2021	001-1003-415.20-33	BLANKET PURCHASE ORDER	16.04	
991332		PI4813 040163 00 07/28/2021		07/28/2021	001-1003-415.20-33	BLANKET PURCHASE ORDER	132.38	
993655		PI4952 040163 00 07/28/2021		07/28/2021	001-1003-415.20-33	BLANKET PURCHASE ORDER	267.70	
						VENDOR TOTAL *	436.08	
0006263 74567876	00	GALE/CENGAGE LEARNING INC PI4897 040233 00 07/28/2021		07/28/2021	001-2031-455.30-51	GENERAL	89.21	
						VENDOR TOTAL *	89.21	

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0001139 254879	00	GERHOLD CONCRETE CO INC PI4872 040140 00	00	07/28/2021	012-2025-431.30-69	BLANKET PURCHASE ORDER	974.25	
						VENDOR TOTAL *	974.25	
0001148 13552	00	GOREE BACKHOE & EXCAVATING INC PI4785 041272 00	00	07/28/2021	012-2025-431.30-73	FIELD PURCHASE ORDER	5,376.25	
						VENDOR TOTAL *	5,376.25	
9999999 184265	00	GREENLEE, CASSANDRA GREENLEE000689	00	07/28/2021	001-0000-202.04-00	CASSANDRA GREENLEE/CF	200.00	
						VENDOR TOTAL *	200.00	
9999999 184387	00	HAYDEN-PARRA, DESIREE PARRA 000693	00	07/28/2021	001-2030-347.00-00	BROOKLYN PARRA/SWIN LESON	40.00	
						VENDOR TOTAL *	40.00	
0007046 5081	00	HOUSEAL LAVIGNE ASSOCIATES LLC PI4973 040686 00	00	07/28/2021	001-2024-416.20-31	GENERAL	14,315.00	Update to the Comprehensive Plan and Unified Development Code May - July progress payments CCR 2020-201
5089		PI4974 040686 00	00	07/28/2021	001-2024-416.20-31	GENERAL	8,772.92	
5122		PI4975 040686 00	00	07/28/2021	001-2024-416.20-31	GENERAL	8,363.01	
5123		PI4976 040686 00	00	07/28/2021	001-2024-416.20-31	GENERAL	9,592.50	
5139		PI4977 040686 00	00	07/28/2021	001-2024-416.20-31	GENERAL	12,984.90	
5153		PI4978 040686 00	00	07/28/2021	001-2024-416.20-31	GENERAL	7,579.18	
5154		PI4979 040686 00	00	07/28/2021	001-2024-416.20-31	GENERAL	13,002.50	
						VENDOR TOTAL *	74,610.01	
0001167 4829462768	00	HY-VEE PI4873 040141 00	00	07/28/2021	001-2031-455.30-41	BLANKET PURCHASE ORDER	15.47	
						VENDOR TOTAL *	15.47	
0005752 65862	00	IMA INC - BENEFITS DIVISION PI4792 041385 00	00	07/28/2021	060-0660-442.70-07	BLANKET PURCHASE ORDER	3,750.00	
						VENDOR TOTAL *	3,750.00	
0005305 129305	00	IMAGETREND INC PI4939 041433 00	00	07/28/2021	001-1206-422.20-65	GENERAL	7,428.36	
						VENDOR TOTAL *	7,428.36	
0003172 0270840-IN	00	INTL ASSN OF PLUMBING AND PI5005 041430 00	00	07/28/2021	001-1004-424.30-51	GENERAL	960.24	
						VENDOR TOTAL *	960.24	
0003074 20210722	00	JACKSON SERVICES INC PR0722	00	07/28/2021	001-0000-201.00-00	PAYROLL SUMMARY	99.93	
JUL 2021		PI4953 040164 00	00	07/28/2021	001-1013-432.20-99	BLANKET PURCHASE ORDER	80.00	
JUL 2021		PI4954 040164 00	00	07/28/2021	001-1206-422.20-91	BLANKET PURCHASE ORDER	67.16	
JUL 2021		PI4955 040164 00	00	07/28/2021	001-1209-421.20-91	BLANKET PURCHASE ORDER	189.00	
JUL 2021		PI4956 040164 00	00	07/28/2021	001-2027-452.20-99	BLANKET PURCHASE ORDER	87.58	
JUL 2021		PI4957 040164 00	00	07/28/2021	001-2031-455.20-99	BLANKET PURCHASE ORDER	134.76	

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0003074 JUL 2021	00	JACKSON SERVICES INC PI4958 040164	00	07/28/2021	012-2025-431.20-99	BLANKET PURCHASE ORDER	202.65	
						VENDOR TOTAL *	861.08	
0004224 0053818	00	JAMAR TECHNOLOGIES INC PI4835 041357	00	07/28/2021	001-1305-430.30-33	GENERAL	233.10	
						VENDOR TOTAL *	233.10	
0001176 10 0024882 10 0026218 10 0026218	00	JENSEN TIRE CO PI4799 040142 PI4800 040142 PI4801 040142	00	07/28/2021 07/28/2021 07/28/2021	001-2027-452.20-99 001-2027-452.20-99 001-2027-452.30-63	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	10.00 4.00 118.00	
						VENDOR TOTAL *	132.00	
0006274 2-49578 2-49729 2-49729	00	JONES AUTOMOTIVE INC PI4854 041412 PI4926 041372 PI4927 041372	00	07/28/2021 07/28/2021 07/28/2021	001-1209-421.20-60 001-1209-421.20-11 001-1209-421.30-63	GENERAL GENERAL GENERAL	165.00 15.00 126.18	
						VENDOR TOTAL *	306.18	
0006783 062921 STR 062921/AIRPORT	00	KOPEYS FIRE EXTINGUISHER SERVICE PI4822 041154 PI4823 041154	00	07/28/2021 07/28/2021	012-2025-431.20-99 029-2034-466.20-99	FIELD PURCHASE ORDER FIELD PURCHASE ORDER	655.30 287.50	
						VENDOR TOTAL *	942.80	
0007094 674934 674934	00	L-TRON CORPORATION PI4998 041384 PI4999 041384	00	07/28/2021 07/28/2021	001-1209-421.30-31 001-1209-421.30-63	GENERAL GENERAL	987.00 450.15	
						VENDOR TOTAL *	1,437.15	
0005278 12789 12789	00	LIFEGUARD MD INC PI5000 041415 PI5001 041415	00	07/28/2021 07/28/2021	001-1209-421.20-11 001-1209-421.30-79	GENERAL GENERAL	15.00 165.00	
						VENDOR TOTAL *	180.00	
0002671 Q68408	00	LOGAN CONTRACTORS SUPPLY INC PI4827 041182	00	07/28/2021	012-2025-431.30-33	FIELD PURCHASE ORDER	333.75	
						VENDOR TOTAL *	333.75	
0001215 AAG783993-AG03	00	LOU'S SPORTING GOODS PI4834 041354	00	07/28/2021	001-1209-421.30-52	GENERAL	148.00	
						VENDOR TOTAL *	148.00	
9999999 183787 MANKA	00	MANKA, JEFF 000691	00	07/28/2021	001-0000-202.04-00	JEFF MANKA/KEY DEP	30.00	
						VENDOR TOTAL *	30.00	
9999999 183517 MCCLELLA	00	MCCLELLAN, AMY 000690	00	07/28/2021	001-0000-202.04-00	AMY MCCLELLAN/CITY AUD	250.00	

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VEND NO	SEQ#	VENDOR NAME								EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
9999999	00	MCCLELLAN, AMY								
							VENDOR TOTAL *	250.00		
0006523	00	MCKESSON MEDICAL-SURGICAL								
26246581		PI4839 041361 00 07/28/2021				001-1206-422.30-33	GENERAL	724.89		
							VENDOR TOTAL *	724.89		
0006883	00	MCKESSON MEDICAL-SURGICAL GOVERNMENT								
18283842		PI4836 041359 00 07/28/2021				001-1206-422.30-33	GENERAL	21.06		
18289883		PI4837 041359 00 07/28/2021				001-1206-422.30-33	GENERAL	31.59		
18293408		PI4838 041359 00 07/28/2021				001-1206-422.30-33	GENERAL	12.94		
18300756		PI4925 041359 00 07/28/2021				001-1206-422.30-33	GENERAL	39.20		
							VENDOR TOTAL *	104.79		
0001229	00	MENARDS - FREMONT								
13810		PI4949 040147 00 07/28/2021				001-1206-422.30-56	BLANKET PURCHASE ORDER	122.35		
13485		PI4875 040147 00 07/28/2021				001-1209-421.30-63	BLANKET PURCHASE ORDER	4.08		
13690		PI4880 040147 00 07/28/2021				001-1209-421.30-63	BLANKET PURCHASE ORDER	69.98		
13627		PI4876 040147 00 07/28/2021				001-2028-451.30-32	BLANKET PURCHASE ORDER	14.93		
13627		PI4877 040147 00 07/28/2021				001-2028-451.30-52	BLANKET PURCHASE ORDER	37.42		
13627		PI4878 040147 00 07/28/2021				001-2030-451.30-32	BLANKET PURCHASE ORDER	44.79		
13627		PI4879 040147 00 07/28/2021				001-2030-451.30-52	BLANKET PURCHASE ORDER	112.28		
							VENDOR TOTAL *	405.83		
0006847	00	METHODIST FREMONT HEALTH								
23579761		PI4816 040184 00 07/28/2021				001-1206-422.20-35	BLANKET PURCHASE ORDER	31.75		
IN2136/4005		PI4889 040184 00 07/28/2021				001-1206-422.30-33	BLANKET PURCHASE ORDER	2,063.06		
							VENDOR TOTAL *	2,094.81		
0002944	00	METHODIST PHYSICIANS CLINIC								
23579443		PI4890 040187 00 07/28/2021				001-1206-422.20-35	BLANKET PURCHASE ORDER	17.00		
							VENDOR TOTAL *	17.00		
0006342	00	MID-IOWA SOLID WASTE EQUIPMENT CO								
54630		PI4929 041402 00 07/28/2021				012-2025-431.30-56	FIELD PURCHASE ORDER	941.00		
54648		PI5006 041441 00 07/28/2021				012-2025-431.30-56	FIELD PURCHASE ORDER	689.32		
							VENDOR TOTAL *	1,630.32		
0007016	00	MIDWEST MECHANICAL INDUSTRIAL								
9429		PI4796 040104 00 07/28/2021				001-1015-415.20-31	BLANKET PURCHASE ORDER	12,070.00		
							VENDOR TOTAL *	12,070.00		
0004095	00	MIDWEST TAPE								
500626424		PI4899 040236 00 07/28/2021				001-2031-455.30-51	GENERAL	39.99		
500655851		PI4900 040236 00 07/28/2021				001-2031-455.30-51	GENERAL	31.23		
500655852		PI4901 040236 00 07/28/2021				001-2031-455.30-51	GENERAL	35.97		
500657938		PI4902 040236 00 07/28/2021				001-2031-455.30-51	GENERAL	87.98		
500682717		PI4903 040236 00 07/28/2021				001-2031-455.30-51	GENERAL	120.81		
500682719		PI4904 040236 00 07/28/2021				001-2031-455.30-51	GENERAL	28.74		

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004095	00	MIDWEST TAPE						
						VENDOR TOTAL *	344.72	
9999999	00	MILLER, JESSICA						
183161	MILLER	000692	00	07/28/2021	001-2029-347.00-00	BARRETT MILLER/PARK PLAY	40.00	
						VENDOR TOTAL *	40.00	
0003942	00	MOTOROLA SOLUTIONS INC						
8281211388		PI4992 041162	00	07/28/2021	001-1209-421.40-15	GENERAL	5,370.41	
8281211388		PI4993 041162	00	07/28/2021	001-1209-421.40-15	GENERAL	10,742.44	
						VENDOR TOTAL *	16,112.85	
0006911	00	MUNICODE						
00360878		PI4858 041427	00	07/28/2021	001-1003-415.20-65	BLANKET PURCHASE ORDER	550.00	
						VENDOR TOTAL *	550.00	
0005638	00	NEBRASKA DEPARTMENT OF AGRICULTURE						
911158/2021		PI4946 041442	00	07/28/2021	029-2034-466.20-99	GENERAL	49.84	
						VENDOR TOTAL *	49.84	
0003047	00	NEBRASKA DEPT OF TRANSPORTATION						
0644870		PI4795 037430	00	07/28/2021	012-2032-431.45-20	GENERAL SE Beltway 2021 payment CCR 2020-098	EFT:	833,333.00
						VENDOR TOTAL *	.00	833,333.00
0001020	00	O'REILLY AUTOMOTIVE INC						
0397-432161		PI4885 040149	00	07/28/2021	001-1004-424.30-63	BLANKET PURCHASE ORDER	44.42	
0397-429500		PI4805 040149	00	07/28/2021	001-1209-421.30-63	BLANKET PURCHASE ORDER	13.74	
0397-430817		PI4881 040149	00	07/28/2021	001-1209-421.30-63	BLANKET PURCHASE ORDER	5.99	
0397-431358		PI4882 040149	00	07/28/2021	001-1209-421.30-44	BLANKET PURCHASE ORDER	87.75	
0397-428607		PI4802 040149	00	07/28/2021	001-2027-452.30-63	BLANKET PURCHASE ORDER	12.64	
0397-430798		PI4807 040149	00	07/28/2021	001-2027-452.30-56	BLANKET PURCHASE ORDER	17.97	
0397-431736		PI4884 040149	00	07/28/2021	001-2027-452.30-48	BLANKET PURCHASE ORDER	45.35	
0397-429181		PI4803 040149	00	07/28/2021	012-2025-431.30-63	BLANKET PURCHASE ORDER	166.72	
0397-429489		PI4804 040149	00	07/28/2021	012-2025-431.30-63	BLANKET PURCHASE ORDER	37.78	
0397-429500		PI4806 040149	00	07/28/2021	012-2025-431.30-63	BLANKET PURCHASE ORDER	12.65	
0397-431169		PI4808 040149	00	07/28/2021	012-2025-431.30-63	BLANKET PURCHASE ORDER	1.76	
0397-431358		PI4883 040149	00	07/28/2021	012-2025-431.30-63	BLANKET PURCHASE ORDER	10.37	
						VENDOR TOTAL *	457.14	
0005807	00	OC LC INC						
1000131627		PI4913 041101	00	07/28/2021	001-2031-455.20-93	GENERAL	15,541.25	
						VENDOR TOTAL *	15,541.25	
0002888	00	OFFICENET						
961119-0		PI4825 041166	00	07/28/2021	001-1002-415.30-79	BLANKET PURCHASE ORDER	372.66	
961072-0		PI4843 041382	00	07/28/2021	001-1004-424.30-63	FIELD PURCHASE ORDER	14.85	
961359-0		PI4842 041374	00	07/28/2021	001-1209-421.30-31	GENERAL	10.00	
961472-0		PI4997 041381	00	07/28/2021	001-1209-421.30-31	GENERAL	657.00	
961072-0		PI4844 041382	00	07/28/2021	001-1305-430.30-63	FIELD PURCHASE ORDER	14.85	

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VE	ND	NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER	P.O.			DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO	NO							AMOUNT
0002888	00	OFFICENET								
961640-0		PI4928	041393	00	07/28/2021	001-1305-430.30-31	GENERAL		128.58	
961072-0		PI4845	041382	00	07/28/2021	001-2024-416.30-63	FIELD PURCHASE ORDER		14.85	
961119-0		PI4826	041166	00	07/28/2021	001-2027-452.30-79	BLANKET PURCHASE ORDER		186.33	
961461-0		PI4851	041406	00	07/28/2021	001-2027-452.30-31	BLANKET PURCHASE ORDER		283.99	
C 956226-0		PI4912	040922	00	07/28/2021	001-2027-452.30-31	BLANKET PURCHASE ORDER		41.90	
961605-0		PI4980	040922	00	07/28/2021	001-2027-452.30-31	BLANKET PURCHASE ORDER		19.98	
961072-0		PI4846	041382	00	07/28/2021	001-2031-455.30-63	FIELD PURCHASE ORDER		14.85	
961589-0		PI4932	041418	00	07/28/2021	012-2025-431.30-31	FIELD PURCHASE ORDER		32.75	
							VENDOR TOTAL *		1,708.79	
0006122	00	OMG MIDWEST INC								
1654683		PI4817	040215	00	07/28/2021	012-2025-431.30-69	FIELD PURCHASE ORDER		401.14	
1655501		PI4818	040215	00	07/28/2021	012-2025-431.30-69	FIELD PURCHASE ORDER		320.28	
1655624		PI4819	040215	00	07/28/2021	012-2025-431.30-69	FIELD PURCHASE ORDER		399.57	
							VENDOR TOTAL *		1,120.99	
0001625	00	OTIS ELEVATOR COMPANY								
CK15764001		PI4848	041394	00	07/28/2021	001-1209-421.20-60	GENERAL		834.50	
							VENDOR TOTAL *		834.50	
0005755	00	OVERDRIVE INC								
01419DA21284892		PI4905	040237	00	07/28/2021	001-2031-455.30-51	GENERAL		131.49	
							VENDOR TOTAL *		131.49	
0006331	00	PET WASTE ELIMINATOR								
43041621		PI4995	041324	00	07/28/2021	001-2027-452.30-79	BLANKET PURCHASE ORDER		429.99	
							VENDOR TOTAL *		429.99	
0002919	00	PLATTE VALLEY EQUIPMENT LLC								
2888004		PI4981	040932	00	07/28/2021	001-2027-452.30-32	BLANKET PURCHASE ORDER		896.59	
2922000		PI4940	041434	00	07/28/2021	001-2042-440.30-56	BLANKET PURCHASE ORDER		580.21	
2903417		PI4950	040150	00	07/28/2021	001-2042-440.30-56	BLANKET PURCHASE ORDER		285.54	
2927971		PI4951	040150	00	07/28/2021	001-2042-440.30-56	BLANKET PURCHASE ORDER		107.39	
							VENDOR TOTAL *		1,869.73	
0006773	00	PORT-A-JOHNS								
21-2175		PI4961	040191	00	07/28/2021	001-2026-451.20-70	GENERAL		160.00	
21-2175		PI4962	040191	00	07/28/2021	001-2027-452.20-70	BLANKET PURCHASE ORDER		520.00	
21-2175		PI4963	040191	00	07/28/2021	001-2027-452.20-70	GENERAL		80.00	
21-2175		PI4964	040191	00	07/28/2021	001-2029-451.20-70	GENERAL		160.00	
							VENDOR TOTAL *		920.00	
9999999	00	PRY, JEFFERY								
184264 PRY		000694		00	07/28/2021	001-0000-202.04-00	JEFFFFERY PRY/COMM RM		100.00	
							VENDOR TOTAL *		100.00	
0002876	00	RAWHIDE CHEMOIL INC								
205195		PI4941	041436	00	07/28/2021	001-1206-422.30-44	GENERAL		1,147.08	

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002876 205160 205161 205193	00	RAWHIDE CHEMOIL INC PI4852 041407 00 PI4853 041407 00 PI4933 041419 00	00	07/28/2021 07/28/2021 07/28/2021	001-2042-440.30-44 001-2042-440.30-44 012-2025-431.30-44	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER FIELD PURCHASE ORDER	234.76 686.50 1,489.38	
						VENDOR TOTAL *	3,557.72	
0006739 70363	00	RAY MARTIN COMPANY OF OMAHA PI4849 041396 00	00	07/28/2021	001-1209-421.20-60	GENERAL	467.50	
						VENDOR TOTAL *	467.50	
9999999 184266 REESON	00	REESON, MICHELLE 000695	00	07/28/2021	001-0000-202.04-00	MICHELLE REESON/MTG RM	100.00	
						VENDOR TOTAL *	100.00	
9999999 183635 REESON	00	REESON, RYAN 000696	00	07/28/2021	001-0000-202.04-00	RYAN REESON/KEY DEP	30.00	
						VENDOR TOTAL *	30.00	
0006845 2219064 2219064	00	ROCKY MOUNTAIN RESERVE LLC PI4893 040206 00 PI4894 040206 00	00	07/28/2021 07/28/2021	060-0660-442.70-03 060-0660-444.70-03	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	EFT: EFT:	122.40 389.90
						VENDOR TOTAL *	.00	512.30
0007077 8211 #4	00	RONCO CONSTRUCTION CO PI4824 041160 00	00	07/28/2021	029-2034-466.45-13	GENERAL	23,280.30	Progress payment on Airport Terminal Building CCR 2020-237
						VENDOR TOTAL *	23,280.30	
0005692 I21-091861 I21-091861	00	SAFARILAND LLC PI4830 041211 00 PI4831 041211 00	00	07/28/2021 07/28/2021	001-1209-421.20-11 001-1209-421.30-68	GENERAL GENERAL	130.00 1,481.50	
						VENDOR TOTAL *	1,611.50	
0001305 62821-11 62821-11 62821-24 62821-11	00	SAWYER GAS N WASH INC PI4809 040151 00 PI4810 040151 00 PI4886 040151 00 PI4811 040151 00	00	07/28/2021 07/28/2021 07/28/2021 07/28/2021	001-1015-415.20-99 001-1209-421.20-99 001-1209-421.20-99 001-1305-430.20-99	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	10.95 10.95 429.21 32.00	
						VENDOR TOTAL *	483.11	
9999999 184270 SCHIFERL	00	SCHIFERL, STEVE 000697	00	07/28/2021	001-0000-202.04-00	STEVE SCHIFERL/CF ARENA	250.00	
						VENDOR TOTAL *	250.00	
0006787 CLIP13384 CLIP13384 CLIP13384 CLIP13384 CLIP13384	00	SCHLOSSER ENTERPRISES INC PI4986 041095 00 PI4987 041095 00 PI4988 041095 00 PI4989 041095 00 PI4990 041095 00	00	07/28/2021 07/28/2021 07/28/2021 07/28/2021 07/28/2021	001-1209-421.20-99 001-2026-451.20-99 001-2027-452.20-99 001-2027-452.20-99 011-2055-422.20-99	GENERAL GENERAL BLANKET PURCHASE ORDER GENERAL BLANKET PURCHASE ORDER	EFT: EFT: EFT: EFT: EFT:	60.00 330.00 600.00 3,635.00 80.00

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VEND NO	SEQ#	VENDOR NAME								EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
<hr/>										
0006787	00	SCHLOSSER ENTERPRISES INC								
CLIP13384		PI4991	041095	00	07/28/2021	012-2025-431.20-99	GENERAL	EFT:		1,170.00
VENDOR TOTAL *								.00		5,875.00
0001316	00	SIFFRING LANDSCAPING & GARDEN CTR								
21521		PI4856	041423	00	07/28/2021	029-2034-466.20-60	FIELD PURCHASE ORDER	250.00		
21521		PI4857	041423	00	07/28/2021	029-2034-466.30-79	FIELD PURCHASE ORDER	260.00		
VENDOR TOTAL *								510.00		
0006916	00	SILVER STATE CONSULTING GROUP LLC								
21-00146		PI4855	041414	00	07/28/2021	001-1209-421.20-13	GENERAL	35.00		
VENDOR TOTAL *								35.00		
0006077	00	SIOUX SALES COMPANY INC								
191112		PI4828	041192	00	07/28/2021	001-1209-421.20-11	GENERAL	12.00		
191112		PI4829	041192	00	07/28/2021	001-1209-421.30-52	GENERAL	100.00		
VENDOR TOTAL *								112.00		
0007088	00	STENCIL EASE								
705335		PI5002	041416	00	07/28/2021	001-1305-430.30-33	GENERAL	424.50		
VENDOR TOTAL *								424.50		
0006223	00	T SQUARE SUPPLY LLC								
28634		PI4887	040155	00	07/28/2021	001-1209-421.30-63	BLANKET PURCHASE ORDER	52.50		
28595		PI4943	041438	00	07/28/2021	001-2031-455.20-60	GENERAL	15.00		
28595		PI4944	041438	00	07/28/2021	001-2031-455.30-49	GENERAL	90.00		
VENDOR TOTAL *								157.50		
0007068	00	THERMAL HEATING AIR AND PLUMBING								
139299		PI4945	041439	00	07/28/2021	001-2031-455.20-60	GENERAL	329.28		
VENDOR TOTAL *								329.28		
0001339	00	TIMME WELDING & SUPPLY LLC								
44914		PI4812	040156	00	07/28/2021	001-2026-451.30-56	BLANKET PURCHASE ORDER	80.00		
VENDOR TOTAL *								80.00		
0005179	00	TRACTOR SUPPLY CREDIT PLAN								
390574		PI4847	041392	00	07/28/2021	001-2026-451.30-33	BLANKET PURCHASE ORDER	299.88		
VENDOR TOTAL *								299.88		
0007069	00	TWIN CITY HARDWARE CO INC								
PSI2052364		PI4821	041042	00	07/28/2021	001-2027-452.30-56	BLANKET PURCHASE ORDER	187.50		
VENDOR TOTAL *								187.50		
9999999	00	TWOREK, AUSTIN								
184273	TWOREK	000698		00	07/28/2021	001-0000-202.04-00	AUSTIN TWOREK/CF MTG RM	100.00		
VENDOR TOTAL *								100.00		
0005809	00	US BANK CORPORATE PAYMENT SYSTEMS								

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INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
0005809	00	US BANK CORPORATE PAYMENT SYSTEMS								
071621/NEWTON	BPI	4947	041448	00	07/28/2021	001-1002-415.20-13	BLANKET PURCHASE ORDER	869.00		
VENDOR TOTAL *								869.00		
0007066	00	VERNER VETERINARY CLINIC								
99385		PI4820	040999	00	07/28/2021	001-1209-421.20-99	GENERAL	97.44		
VENDOR TOTAL *								97.44		
0006265	00	VINYL GRAPHICS								
14858		PI4915	041268	00	07/28/2021	001-1209-421.30-63	GENERAL	369.60		
14858		PI4916	041268	00	07/28/2021	001-1410-421.30-63	GENERAL	158.42		
14858		000709		00	07/28/2021	001-1410-421.30-63	GENERAL	.02-		
VENDOR TOTAL *								528.00		
0003337	00	WASTE CONNECTIONS INC								
5976840		000699		00	07/28/2021	001-1013-432.20-21	JUN 21	94,353.72	Hauling fee to coalition site	
VENDOR TOTAL *								94,353.72		
00 General Fund				BANK TOTAL *				363,382.48		839,720.30

PROGRAM: GM339L

AS OF: 07/28/2021

PAYMENT DATE: 07/28/2021

City of Fremont

Employee Benefits

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0003370	00	BLUE CROSS BLUE SHIELD OF NEBRASKA						
07/21/21	MANUAL000706		01	07/21/2021	060-0660-442.70-01	07/14/21-07/20/21	CHECK #: 101513	65,386.09
07/21/21	MANUAL000707		01	07/21/2021	060-0660-443.70-01	07/14/21-07/20/21	CHECK #: 101513	6,567.28
VENDOR TOTAL *							.00	71,953.37
0006950	00	LINCOLN NATIONAL LIFE INSURANCE CO						
07/21/21	MANUAL000702		01	07/21/2021	060-0660-442.70-06	08/01/21-08/31/21	CHECK #: 101512	582.75
07/21/21	MANUAL000703		01	07/21/2021	060-0660-442.70-08	08/01/21-08/31/21	CHECK #: 101512	4,112.90
07/21/21	MANUAL000704		01	07/21/2021	060-0660-442.70-06	08/01/21-08/31/21	CHECK #: 101512	3,465.94
VENDOR TOTAL *							.00	8,161.59
0006845	00	ROCKY MOUNTAIN RESERVE LLC						
07/19/21	MANUAL000685		01	07/19/2021	060-0660-444.70-01	07/12/21-07/18/21	CHECK #: 101511	2,982.26
VENDOR TOTAL *							.00	2,982.26
01 Employee Benefits			BANK TOTAL *				.00	83,097.22

PROGRAM: GM339L

AS OF: 07/28/2021

PAYMENT DATE: 07/28/2021

City of Fremont

Keno Fund

BANK: 04

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT

0003400	00	VILLAGE OF INGLEWOOD							
JUN 2021		PI4968	040320	04	07/28/2021	020-2066-490.60-15	FIELD PURCHASE ORDER	3,162.65	
							VENDOR TOTAL *	3,162.65	
				04	Keno Fund		BANK TOTAL *	3,162.65	

VEND NO	SEQ#	VENDOR NAME									EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK	HAND-ISSUED	
NO		NO	NO		DATE	NO	DESCRIPTION		AMOUNT	AMOUNT	
<hr/>											
0007035	00	BURT COUNTY PUBLIC POWER DISTRICT									
201489	0721	PI4970	040489	09	07/28/2021	033-0789-421.20-41	BLANKET PURCHASE ORDER		212.17		
201801	0721	PI4971	040489	09	07/28/2021	033-0789-421.20-41	BLANKET PURCHASE ORDER		106.34		
201832	0721	PI4972	040489	09	07/28/2021	033-0789-421.20-41	BLANKET PURCHASE ORDER		106.53		
VENDOR TOTAL *									425.04		
0002675	00	CENTURYLINK									
402D250400	0721	PI4965	040205	09	07/28/2021	033-0789-421.20-12	BLANKET PURCHASE ORDER		784.19		
4027218752	0621	PI4966	040224	09	07/28/2021	033-0789-421.20-12	BLANKET PURCHASE ORDER		151.44		
4026440150	0721	PI4996	041366	09	07/28/2021	033-0789-421.20-12	BLANKET PURCHASE ORDER		1,010.64		
VENDOR TOTAL *									1,946.27		
0004678	00	LANGUAGE LINE SERVICES									
10267254		PI4959	040173	09	07/28/2021	033-0789-421.20-99	BLANKET PURCHASE ORDER		130.20		
VENDOR TOTAL *									130.20		
0006516	00	MY911SHOP.COM									
1023		PI5003	041421	09	07/28/2021	033-0789-421.20-11	BLANKET PURCHASE ORDER		12.00		
1023		PI5004	041421	09	07/28/2021	033-0789-421.30-79	BLANKET PURCHASE ORDER		127.98		
VENDOR TOTAL *									139.98		
0006689	00	OMAHA PUBLIC POWER DISTRICT									
3461308438	0721	PI4969	040479	09	07/28/2021	033-0789-421.20-41	BLANKET PURCHASE ORDER		93.14		
VENDOR TOTAL *									93.14		
0004196	00	WESTEL SYSTEMS									
10255739		PI4815	040175	09	07/28/2021	033-0789-421.20-12	BLANKET PURCHASE ORDER		146.34		
VENDOR TOTAL *									146.34		
09 E911											
BANK TOTAL *									2,880.97		

PREPARED 07/12/2021 8:35:05
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 07122021 ANDERSEND

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	07/12/2021
All banks	A

REPORT SEQUENCE OPTIONS:

Vendor	X	One vendor per page? (Y,N)	N
Bank/Vendor		One vendor per page? (Y,N)	N
Fund/Dept/Div		Validate cash on hand? (Y,N)	N
Fund/Dept/Div/Element/Obj		Validate cash on hand? (Y,N)	N
Proj/Fund/Dept/Div/Elm/Obj			

This report is by: Vendor

Process by bank code? (Y,N)	Y
Print reports in vendor name sequence? (Y,N) . .	Y
Calendar year for 1099 withholding	2021
Disbursement year/per	2021/10
Payment date	07/12/2021

PREPARED 07/19/2021 9:26:21
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 07192021 ANDERSEND

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	07/19/2021
All banks	A

REPORT SEQUENCE OPTIONS:

Vendor	X	One vendor per page? (Y,N)	N
Bank/Vendor		One vendor per page? (Y,N)	N
Fund/Dept/Div		Validate cash on hand? (Y,N)	N
Fund/Dept/Div/Element/Obj		Validate cash on hand? (Y,N)	N
Proj/Fund/Dept/Div/Elm/Obj			

This report is by: Vendor

Process by bank code? (Y,N)	Y
Print reports in vendor name sequence? (Y,N) . .	Y
Calendar year for 1099 withholding	2021
Disbursement year/per	2021/10
Payment date	07/19/2021

PREPARED 07/22/2021 7:48:50
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 07222021 ANDERSEND

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	07/22/2021
All banks	A

REPORT SEQUENCE OPTIONS:

Vendor	X	One vendor per page? (Y,N)	N
Bank/Vendor		One vendor per page? (Y,N)	N
Fund/Dept/Div		Validate cash on hand? (Y,N)	N
Fund/Dept/Div/Element/Obj		Validate cash on hand? (Y,N)	N
Proj/Fund/Dept/Div/Elm/Obj			

This report is by: Vendor

Process by bank code? (Y,N)	Y
Print reports in vendor name sequence? (Y,N) . .	Y
Calendar year for 1099 withholding	2021
Disbursement year/per	2021/10
Payment date	07/22/2021

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0000584	00	CEI							
20210722		PR0722		00	07/22/2021	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	117,845.30
							VENDOR TOTAL *	.00	117,845.30
0001964	00	IBEW LOCAL UNION 1536							
20210708		PR0708		00	07/22/2021	051-0000-241.00-00	PAYROLL SUMMARY	1,813.89	
20210722		PR0722		00	07/22/2021	051-0000-241.00-00	PAYROLL SUMMARY	1,813.89	
							VENDOR TOTAL *	3,627.78	
0004192	00	PAYROLL EFT DEDUCTIONS							
20210722		PR0722		00	07/22/2021	051-0000-241.00-00	PAYROLL SUMMARY	194,865.10	
							VENDOR TOTAL *	194,865.10	
							EFT/EPAY TOTAL ***		117,845.30
							TOTAL EXPENDITURES ****	198,492.88	117,845.30
						GRAND TOTAL *****			316,338.18

Prepared 7/21/21, 7:59:16

Pay Date 7/22/21

Primary FIRST NATIONAL BANK

CITY OF FREMONT
Direct Deposit Register

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Program PR530L

Account		Social Security	Deposit	
Number	Employee Name		Amount	

Final Total 303,770.45 Count 168

EAL DESCRIPTION: EAL: 07222021 ANDERSEND

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	07/28/2021
All banks	A

REPORT SEQUENCE OPTIONS:

Vendor	X	One vendor per page? (Y,N)	N
Bank/Vendor		One vendor per page? (Y,N)	N
Fund/Dept/Div		Validate cash on hand? (Y,N)	N
Fund/Dept/Div/Element/Obj		Validate cash on hand? (Y,N)	N
Proj/Fund/Dept/Div/Elm/Obj			

This report is by: Vendor

Process by bank code? (Y,N)	Y
Print reports in vendor name sequence? (Y,N) . .	Y
Calendar year for 1099 withholding	2021
Disbursement year/per	2021/10
Payment date	07/28/2021

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000959 123883/3 123857/3	00	ACE HARDWARE PI4893 PI4892	00	07/28/2021 07/28/2021	051-5205-580.50-35 055-7105-502.50-35	PO NUM 054741 PO NUM 054741	6.41 116.94	
VENDOR TOTAL *							123.35	
0003812 17177	00	AGORA ENVIRONMENTAL CONSULTING PI5096	00	07/28/2021	051-5105-502.60-61	PO NUM 054126	EFT:	1,175.00
VENDOR TOTAL *							.00	1,175.00
0002457 001670278/2021	00	AICPA PI5114	00	07/28/2021	051-5001-920.60-67	PO NUM 056837	295.00	
VENDOR TOTAL *							295.00	
0004276 9980487246 9980487247 9114843401 9114843401	00	AIRGAS USA LLC PI4902 PI4903 PI5074 PI5075	00	07/28/2021 07/28/2021 07/28/2021 07/28/2021	051-5105-502.60-76 051-5105-502.60-76 051-5105-502.50-35 051-5105-502.60-79	PO NUM 055547 PO NUM 055547 PO NUM 056098 PO NUM 056098	EFT: EFT: EFT: EFT:	1,046.03 83.32 140.00 71.72
VENDOR TOTAL *							.00	1,341.07
0001549 561342-00	00	ALLIED OIL & TIRE CO INC PI4904	00	07/28/2021	051-5105-502.50-35	PO NUM 056686	1,396.78	
VENDOR TOTAL *							1,396.78	
0002869 00196888 00196887 00196710	00	AQUA-CHEM INC PI5022 PI5032 PI5034	00	07/28/2021 07/28/2021 07/28/2021	053-6105-502.50-52 053-6105-502.50-52 055-7105-502.50-52	PO NUM 052240 PO NUM 054906 PO NUM 056335	2,178.00 2,796.94 763.00	
VENDOR TOTAL *							5,737.94	
0004330 FRENE2103	00	AQUA-PURE INC PI5061	00	07/28/2021	053-6105-502.50-52	PO NUM 052541	13,615.26	
VENDOR TOTAL *							13,615.26	
0002456 GT-SI-000018162 GT-SI-000018105	00	ARGO TURBOSERVE CORPORATION PI4884 PI4886	00	07/28/2021 07/28/2021	051-0000-153.00-00 051-0000-153.00-00	PO NUM 055450 PO NUM 056457	EFT: EFT:	1,482.01 13,841.24
VENDOR TOTAL *							.00	15,323.25
0002531 BA60388605 BA60388875 BA60388837	00	BABCOCK & WILCOX COMPANY PI4888 PI5087 PI5092	00	07/28/2021 07/28/2021 07/28/2021	051-0000-153.00-00 051-0000-153.00-00 051-0000-153.00-00	PO NUM 056766 PO NUM 056569 PO NUM 056870 12 pressure springs for LDW plant	EFT: EFT: EFT:	1,818.32 13,610.40 32,205.67
VENDOR TOTAL *							.00	47,634.39
0001451 F8010-00521 F8010-00521 F8010-00521	00	BAIRD HOLM LLP PI5079 PI5080 PI5081	00	07/28/2021 07/28/2021 07/28/2021	051-5001-928.03-00 051-5001-928.03-00 055-7001-928.03-00	PO NUM 056822 Bond counsel for refunding bonds from PO NUM 056822 2014B and 2018. PO# 056822	EFT: EFT: EFT:	41,002.50 13,656.94 47,040.56
VENDOR TOTAL *							.00	101,700.00
0003860	00	BATTERIES PLUS BULBS #078						

PROGRAM: GM339L

AS OF: 07/28/2021

PAYMENT DATE: 07/28/2021

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003860 P41694676	00	BATTERIES PLUS BULBS #078 PI5120	00	07/28/2021	053-6105-502.50-35	PO NUM 056905	199.77	
						VENDOR TOTAL *	199.77	
0003660 880084467	00	BAUER BUILT INC PI5056	00	07/28/2021	051-5205-580.50-35	PO NUM 056891	388.91	
880084467		PI5057	00	07/28/2021	051-5205-580.60-59	PO NUM 056891	26.00	
880084467		PI5058	00	07/28/2021	051-5205-580.60-61	PO NUM 056891	9.63	
880084278		PI5076	00	07/28/2021	051-5205-580.50-35	PO NUM 056816	388.91	
880084278		PI5077	00	07/28/2021	051-5205-580.60-59	PO NUM 056816	22.00	
880084278		PI5078	00	07/28/2021	051-5205-580.60-61	PO NUM 056816	9.63	
880084567		PI5117	00	07/28/2021	051-5205-580.50-35	PO NUM 056904	388.91	
880084567		PI5118	00	07/28/2021	051-5205-580.60-59	PO NUM 056904	26.00	
880084567		PI5119	00	07/28/2021	051-5205-580.60-61	PO NUM 056904	9.63	
						VENDOR TOTAL *	1,269.62	
0004558 23123	00	BLT PLUMBING HEATING & A/C INC PI5037	00	07/28/2021	055-7105-502.50-35	PO NUM 056729	471.32	
23123		PI5038	00	07/28/2021	055-7105-502.60-59	PO NUM 056729	145.00	
						VENDOR TOTAL *	616.32	
0003545 16660722	00	BOMGAARS SUPPLY INC PI4894	00	07/28/2021	051-5001-940.50-35	PO NUM 054743	57.75	
16662293		PI4896	00	07/28/2021	051-5105-502.50-35	PO NUM 054743	31.53	
16663918		PI5062	00	07/28/2021	053-6205-583.50-48	PO NUM 054743	184.02	
16662022		PI4895	00	07/28/2021	057-8205-870.50-35	PO NUM 054743	39.58	
						VENDOR TOTAL *	312.88	
0002902 922388102	00	BORDER STATES / KRIZ-DAVIS PI4889	00	07/28/2021	051-0000-154.00-00	PO NUM 056791	EFT:	54.25
922396682		PI4890	00	07/28/2021	051-0000-154.00-00	PO NUM 056791	EFT:	35.84
922413516		PI5017	00	07/28/2021	051-0000-154.00-00	PO NUM 056853	EFT:	118.14
922449199		PI5085	00	07/28/2021	051-0000-156.00-00	PO NUM 055287	EFT:	5,874.30
922449402		PI5086	00	07/28/2021	051-0000-154.00-00	PO NUM 056370	EFT:	937.06
922449405		PI5088	00	07/28/2021	051-0000-154.00-00	PO NUM 056623	EFT:	488.46
922449401		PI5089	00	07/28/2021	051-0000-154.00-00	PO NUM 056746	EFT:	725.38
922449400		PI5090	00	07/28/2021	051-0000-154.00-00	PO NUM 056791	EFT:	41.20
922449404		PI5091	00	07/28/2021	051-0000-154.00-00	PO NUM 056853	EFT:	99.40
922449406		PI5093	00	07/28/2021	051-0000-154.00-00	PO NUM 056893	EFT:	3,657.05
922449408		PI5094	00	07/28/2021	051-0000-154.00-00	PO NUM 056912	EFT:	717.75
922413517		PI5048	00	07/28/2021	051-5001-940.50-35	PO NUM 056859	EFT:	469.66
922449404		PI5115	00	07/28/2021	051-5001-940.50-35	PO NUM 056853	EFT:	281.41
922388103		PI4906	00	07/28/2021	051-5205-580.50-35	PO NUM 056763	EFT:	633.65
922356472		PI4912	00	07/28/2021	051-5205-580.50-35	PO NUM 056815	EFT:	280.69
922433122		PI5063	00	07/28/2021	051-5205-580.50-35	PO NUM 054753	EFT:	21.71
922449403		PI5108	00	07/28/2021	051-5205-580.50-35	PO NUM 056753	EFT:	3,259.78
						VENDOR TOTAL *	.00	17,695.73
0002836 124404-6	00	BURNS & MCDONNELL ENGINEERING CO PI4899	00	07/28/2021	051-5105-502.60-57	PO NUM 054833	EFT:	3,093.75

PROGRAM: GM339L

AS OF: 07/28/2021

PAYMENT DATE: 07/28/2021

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
0002836 132919-2	00	BURNS & MCDONNELL ENGINEERING CO PI5105	00	07/28/2021	051-5105-502.60-57	PO NUM 056242	EFT:	17,417.50
						VENDOR TOTAL *	.00	20,511.25
0004862 5397	00	C-R MENN CONCRETE LLC PI5106	00	07/28/2021	051-5001-950.80-50	PO NUM 056334	69,453.56	Concrete paving at Warehouse South entrance CCR 2021-054
						VENDOR TOTAL *	69,453.56	
0004518 044851	00	CAPPEL AUTO SUPPLY INC PI4908	00	07/28/2021	051-5001-940.50-35	PO NUM 056789	407.66	
044769		PI4913	00	07/28/2021	051-5001-940.50-35	PO NUM 056833	8.32	
045376		PI5099	00	07/28/2021	051-5001-940.50-35	PO NUM 054774	57.74	
045440		PI5100	00	07/28/2021	051-5105-502.50-48	PO NUM 054774	237.53	
045348		PI5098	00	07/28/2021	051-5205-580.50-48	PO NUM 054774	198.51	
045284		PI5097	00	07/28/2021	053-6205-583.50-48	PO NUM 054774	112.41	
045169		PI4897	00	07/28/2021	055-7105-502.50-35	PO NUM 054774	21.22	
045259		PI4898	00	07/28/2021	055-7105-502.50-35	PO NUM 054774	9.52	
044769		PI4914	00	07/28/2021	057-8205-870.50-48	PO NUM 056833	256.79	
						VENDOR TOTAL *	1,309.70	
0000251 10045587	00 #21	CB&I LLC PI5095	00	07/28/2021	055-7105-502.60-58	PO NUM 049974	EFT:	12,447.00
						VENDOR TOTAL *	.00	12,447.00
0003817 5411-1027738	00	CED AUTOMATION OMAHA PI4907	00	07/28/2021	051-5105-502.50-35	PO NUM 056768	188.11	
						VENDOR TOTAL *	188.11	
0002951 1421394-01	00	CENTRAL STATES GROUP PI4905	00	07/28/2021	051-5105-502.50-35	PO NUM 056705	187.02	
1422565-00		PI4909	00	07/28/2021	051-5105-502.50-35	PO NUM 056809	360.51	
1422822-00		PI4910	00	07/28/2021	051-5105-502.50-35	PO NUM 056809	63.45	
7034621-00		PI4911	00	07/28/2021	051-5105-502.50-35	PO NUM 056809	46.33	
						VENDOR TOTAL *	657.31	
0002675 402D250414	00	CENTURYLINK 0721PI5065	00	07/28/2021	051-5001-922.50-53	PO NUM 054848	588.23	
402D250415	0721	PI5066	00	07/28/2021	051-5001-922.50-53	PO NUM 054848	588.23	
4027272600	0721	PI5169	00	07/28/2021	051-5001-922.50-53	PO NUM 054848	147.51	
4027272606	0721	PI5170	00	07/28/2021	051-5001-922.50-53	PO NUM 054848	414.40	
4027272654	0721	PI5171	00	07/28/2021	051-5001-922.50-53	PO NUM 054848	63.50	
						VENDOR TOTAL *	1,801.87	
0005031 234634120	00	CENTURYLINK / LUMEN PI5164	00	07/28/2021	051-5001-922.50-53	PO NUM 054689	174.61	
						VENDOR TOTAL *	174.61	
0005313 IN88690	00	CHARGEPOINT INC PI4900	00	07/28/2021	051-5205-580.50-35	PO NUM 055234	EFT:	256.73
IN88690		PI4901	00	07/28/2021	051-5205-580.60-61	PO NUM 055234	EFT:	410.77

PROGRAM: GM339L

AS OF: 07/28/2021

PAYMENT DATE: 07/28/2021

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005313 IN106942	00	CHARGEPOINT INC PI4915	00	07/28/2021	051-5205-580.60-65	PO NUM 056875	EFT:	9,697.10
						VENDOR TOTAL *	.00	10,364.60
0004900 17081	00	CHEMCO SYSTEMS LP PI5014	00	07/28/2021	051-0000-153.00-00	PO NUM 056817	219.31	
						VENDOR TOTAL *	219.31	
9999999 000082085	00	CLARK, KRIS J UT	00	07/28/2021	051-0000-143.00-00	MANUAL CHECK	40.19	
						VENDOR TOTAL *	40.19	
0005328 14935468	00	CONCENTRA HEALTH SERVICES INC PI5107	00	07/28/2021	051-5001-926.60-61	PO NUM 056613	325.00	
						VENDOR TOTAL *	325.00	
0004152 0243544	00	CORE & MAIN LP PI5010	00	07/28/2021	053-0000-154.00-00	PO NUM 056259	6,634.00	
						VENDOR TOTAL *	6,634.00	
0001643 1007460	00	CULLIGAN OF OMAHA PI5101	00	07/28/2021	055-7105-502.50-95	PO NUM 054813	46.50	
						VENDOR TOTAL *	46.50	
0003586 LITZ/2021	00	DHHS DIVISION OF PUBLIC HEALTH PI5109	00	07/28/2021	053-6205-583.60-67	PO NUM 056795	28.75	
SHALLBERG/2021		PI5110	00	07/28/2021	053-6205-583.60-67	PO NUM 056795	28.75	
						VENDOR TOTAL *	57.50	
0002880 B735394	00	DUNRITE INC PI4885	00	07/28/2021	051-0000-154.00-00	PO NUM 055931	122.19	
						VENDOR TOTAL *	122.19	
0003091 S22054-1	00	DUTTON-LAINSON CO PI4887	00	07/28/2021	051-0000-154.00-00	PO NUM 056621	EFT:	851.72
S19322-1		PI5008	00	07/28/2021	051-0000-156.00-00	PO NUM 055579	EFT:	12,382.04
						VENDOR TOTAL *	.00	13,233.76
0005208 40489	00	DVORAK LAW GROUP LLC PI5054	00	07/28/2021	051-5001-926.60-56	PO NUM 056878	480.00	
						VENDOR TOTAL *	480.00	
0004605 52241954	00	DXP ENTERPRISES INC PI4891	00	07/28/2021	051-0000-154.00-00	PO NUM 056828	EFT:	165.85
52247878		PI5012	00	07/28/2021	051-0000-153.00-00	PO NUM 056779	EFT:	3,238.29
						VENDOR TOTAL *	.00	3,404.14
0005155 0016A 071921	00	EHPV OPERATING GROUP LLC (BIG RED) PI5167	00	07/28/2021	051-5205-580.20-29	PO NUM 054740	14.71	
0019A 071921		PI5168	00	07/28/2021	051-5205-580.20-29	PO NUM 054740	11.91	

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0005155	00	EHPV OPERATING GROUP LLC (BIG RED)						
						VENDOR TOTAL *	26.62	
0004551	00	ELEMETAL FABRICATION LLC						
20942		PI4922	00	07/28/2021	051-5001-940.50-35	PO NUM 054762	EFT:	125.24
20929		PI4921	00	07/28/2021	051-5105-502.60-61	PO NUM 054762	EFT:	159.75
21031		PI5064	00	07/28/2021	051-5205-580.50-35	PO NUM 054762	EFT:	113.56
20973		PI5055	00	07/28/2021	053-6205-583.50-48	PO NUM 056890	EFT:	290.31
						VENDOR TOTAL *	.00	688.86
0001091	00	EMANUEL PRINTING INC						
15683		PI5046	00	07/28/2021	051-5001-903.50-31	PO NUM 056801	185.79	
						VENDOR TOTAL *	185.79	
0002050	00	FASTENAL CO						
NEFRE184461		PI4920	00	07/28/2021	051-5105-502.50-35	PO NUM 054748	EFT:	72.55
NEFRE184279		PI4919	00	07/28/2021	051-5205-580.50-35	PO NUM 054748	EFT:	209.06
NEFRE184513		PI4940	00	07/28/2021	055-7105-502.50-35	PO NUM 056861	EFT:	443.06
						VENDOR TOTAL *	.00	724.67
0004503	00	FLAGSHOOTER INC						
120107465		PI4942	00	07/28/2021	057-8205-870.60-59	PO NUM 056877	100.00	
						VENDOR TOTAL *	100.00	
0001112	00	FREMONT ELECTRIC INC						
46479		PI5047	00	07/28/2021	051-5205-580.60-61	PO NUM 056855	360.00	
						VENDOR TOTAL *	360.00	
0001131	00	FREMONT TRIBUNE						
991367		PI5031	00	07/28/2021	051-5001-926.60-78	PO NUM 054771	9.16	
						VENDOR TOTAL *	9.16	
0001132	00	FREMONT WINNELSON CO						
363474 01		PI4933	00	07/28/2021	051-5001-932.50-35	PO NUM 056725	1,199.83	
362683 02		PI4927	00	07/28/2021	055-7105-502.50-35	PO NUM 056375	152.29	
						VENDOR TOTAL *	1,352.12	
0005211	00	GE STEAM POWER INC						
91214934		PI4916	00	07/28/2021	051-0000-153.00-00	PO NUM 056065	EFT:	462.24
91220524		PI5009	00	07/28/2021	051-0000-153.00-00	PO NUM 056122	EFT:	202.23
91219404		PI4925	00	07/28/2021	051-5105-502.60-79	PO NUM 056122	EFT:	32.10
91219405		PI4928	00	07/28/2021	051-5105-502.60-79	PO NUM 056508	EFT:	32.10
						VENDOR TOTAL *	.00	728.67
0001143	00	GLASS HOUSE						
58014		PI4961	00	07/28/2021	051-5105-502.50-35	PO NUM 056726	89.88	
58014		PI4962	00	07/28/2021	051-5105-502.60-59	PO NUM 056726	165.00	
						VENDOR TOTAL *	254.88	
0001148	00	GOREE BACKHOE & EXCAVATING INC						

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0001148 13551 13554 13553	00	GOREE BACKHOE & EXCAVATING INC PI4941 PI4931 PI4934	00 00 00	07/28/2021 07/28/2021 07/28/2021	051-5001-940.50-35 051-5105-502.50-35 051-5105-502.50-35	PO NUM 056869 PO NUM 056668 PO NUM 056760	667.68 732.95 2,049.34	
VENDOR TOTAL *							3,449.97	
0004677 71495926 71535489 71425246	00	GOVCONNECTION INC PI4932 PI5033 PI5036	00 00 00	07/28/2021 07/28/2021 07/28/2021	051-5001-922.50-42 051-5001-922.50-42 051-5001-922.50-42	PO NUM 056701 PO NUM 056239 PO NUM 056557	EFT: EFT: EFT:	5,991.20 5,759.02 188.76
VENDOR TOTAL *							.00	11,938.98
0005305 SIN009082 SIN009093 SIN009093	00	GRANT STREET GROUP INC PI5111 PI5112 PI5113	00 00 00	07/28/2021 07/28/2021 07/28/2021	051-5001-928.03-00 051-5001-928.03-00 055-7001-928.03-00	PO NUM 056823 PO NUM 056823 PO# 056823	EFT: EFT: EFT:	3,000.00 675.00 2,325.00
VENDOR TOTAL *							.00	6,000.00
0001445 9322301477 9322324704 9322324704	00	GRAYBAR ELECTRIC CO INC PI4936 PI4938 PI4939	00 00 00	07/28/2021 07/28/2021 07/28/2021	051-5205-580.50-35 051-5205-580.50-35 051-5205-580.60-79	PO NUM 056787 PO NUM 056854 PO NUM 056854	EFT: EFT: EFT:	1,099.75 125.14 60.30
VENDOR TOTAL *							.00	1,285.19
0004707 9927040235 9927040235	00	GREAT PLAINS COMMUNICATIONS INC 0721PI5165 0721PI5166	00 00 00	07/28/2021 07/28/2021 07/28/2021	051-5001-922.50-53 051-5001-922.60-65	PO NUM 054739 PO NUM 054739	163.00 1,250.00	
VENDOR TOTAL *							1,413.00	
0003155 12531992	00	HACH COMPANY PI4930	00	07/28/2021	051-5105-502.50-52	PO NUM 056655	44.03	
VENDOR TOTAL *							44.03	
0005324 FR1451 FR1451 FR1524 FR1524	00	HANSEN TIRE & TRUCK REPAIR LLC PI4923 PI4924 PI5102 PI5103	00 00 00 00	07/28/2021 07/28/2021 07/28/2021 07/28/2021	051-5205-580.50-48 051-5205-580.60-59 051-5205-580.50-48 051-5205-580.60-59	PO NUM 055661 PO NUM 055661 PO NUM 055661 PO NUM 055661	2.11 20.00 214.82 20.00	
VENDOR TOTAL *							256.93	
0004469 479955	00	HAYES MECHANICAL PI5104	00	07/28/2021	051-5105-502.60-61	PO NUM 055830	6,696.24	
VENDOR TOTAL *							6,696.24	
0002794 1200357690 1200359490	00	HDR ENGINEERING INC PI4918 PI4917	00 00 00	07/28/2021 07/28/2021 07/28/2021	051-5105-502.60-59 055-7105-502.60-61	PO NUM 051910 PO NUM 044217	EFT: EFT:	4,255.94 70,228.39
VENDOR TOTAL *							.00	74,484.33
0004062	00	HOUSTON & ASSOCIATES LLC						

Engineering for WWTP expansion for Wholestone second shift.

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0004062 449	00	HOUSTON & ASSOCIATES LLC PI5067	00	07/28/2021	057-8205-870.60-61	PO NUM 054931	EFT:	2,500.00
						VENDOR TOTAL *	.00	2,500.00
0003878 301544	00	HUPP ELECTRIC MOTORS INC PI5013	00	07/28/2021	051-0000-153.00-00	PO NUM 056798	457.06	
						VENDOR TOTAL *	457.06	
0001922 80391S 80391S 80410	00	HYDRAULIC EQUIPMENT SERVICE INC PI5051	00	07/28/2021	051-5205-580.60-61	PO NUM 056876	409.06	
			00	07/28/2021	051-5205-580.60-79	PO NUM 056876	11.16	
			00	07/28/2021	051-5205-580.60-61	PO NUM 056876	247.17	
						VENDOR TOTAL *	667.39	
0001833 1096602-000	00	INDUSTRIAL SALES CO INC PI5011	00	07/28/2021	057-0000-154.00-00	PO NUM 056683	EFT:	2,441.17
						VENDOR TOTAL *	.00	2,441.17
0000205 30912705	00	INGERSOLL RAND INDUSTRIAL US INC PI5073	00	07/28/2021	051-5105-502.50-35	PO NUM 055643	EFT:	1,194.55
						VENDOR TOTAL *	.00	1,194.55
0004284 580758 590039 596013	00	ITRON INC PI5070	00	07/28/2021	051-5205-580.50-42	PO NUM 055286	Software upgrades for Bridge Meter EFT:	17,170.13
			00	07/28/2021	051-5205-580.50-42	PO NUM 055286	Totalizing CCR 2020-236 EFT:	5,885.00
			00	07/28/2021	051-5205-580.60-62	PO NUM 055286	EFT:	3,825.00
						VENDOR TOTAL *	.00	26,880.13
9999999 000073927	00	JOHNSON, DANIEL B UT	00	07/28/2021	051-0000-143.00-00	MANUAL CHECK	67.98	
						VENDOR TOTAL *	67.98	
0005021 2-48940	00	JONES AUTOMOTIVE INC PI4929	00	07/28/2021	051-5205-580.50-48	PO NUM 056610	2,789.22	
						VENDOR TOTAL *	2,789.22	
9999999 000082191	00	JURGENS GENERAL CONTRACTING UT	00	07/28/2021	051-0000-143.00-00	MANUAL CHECK	50.98	
						VENDOR TOTAL *	50.98	
0005340 1833	00	KATAMA TECHNOLOGIES INC PI4926	00	07/28/2021	051-5001-903.60-61	PO NUM 056208	EFT:	2,915.77
						VENDOR TOTAL *	.00	2,915.77
0005320 179558	00	KIDWELL INC PI4935	00	07/28/2021	051-5001-940.60-61	PO NUM 056773	139.10	
						VENDOR TOTAL *	139.10	
0004708 9018673	00	KIMBALL MIDWEST PI4937	00	07/28/2021	051-5001-940.50-35	PO NUM 056818	266.46	

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0004708	00	KIMBALL MIDWEST						
						VENDOR TOTAL *	266.46	
0002654	00	LEAGUE ASSN OF RISK MANAGEMENT						
106545881		PI5082	00	07/28/2021	051-5001-919.60-63	PO NUM 056835	1,039.00	
106545881		PI5083	00	07/28/2021	051-5001-919.60-63	PO NUM 056835	1,039.00	
						VENDOR TOTAL *	2,078.00	
0004601	00	LINCOLN WINWATER WORKS CO						
077056 02		PI4956	00	07/28/2021	055-7205-583.50-35	PO NUM 056605	300.00	
						VENDOR TOTAL *	300.00	
0005294	00	LOGIC INC						
INV150199		PI5039	00	07/28/2021	055-7001-950.80-50	PO NUM 056754	691.29	
INV150230		PI5040	00	07/28/2021	055-7001-950.80-50	PO NUM 056754	6,340.38	
						VENDOR TOTAL *	7,031.67	
0002052	00	MATHESON LINWELD						
0023849099		PI4950	00	07/28/2021	051-5105-502.50-35	PO NUM 055562	EFT:	223.04
0023873798		PI5138	00	07/28/2021	051-5105-502.50-35	PO NUM 055562	EFT:	263.59
						VENDOR TOTAL *	.00	486.63
9999999	00	MCCAIG, JOHN M						
000082747		UT	00	07/28/2021	051-0000-143.00-00	MANUAL CHECK	84.16	
						VENDOR TOTAL *	84.16	
0001871	00	MC2 INC						
0042354-IN		PI4965	00	07/28/2021	053-6105-502.50-35	PO NUM 056756	228.00	
0042354-IN		PI4966	00	07/28/2021	053-6105-502.60-79	PO NUM 056756	30.00	
						VENDOR TOTAL *	258.00	
0005344	00	MECHANICAL SALES INC						
77740		PI4953	00	07/28/2021	055-7105-502.50-35	PO NUM 056531	2,984.00	
						VENDOR TOTAL *	2,984.00	
0001229	00	MENARDS - FREMONT						
13633		PI5021	00	07/28/2021	051-0000-154.00-00	PO NUM 056896	273.81	
13446		PI4947	00	07/28/2021	051-5001-903.50-35	PO NUM 054758	169.68	
54758		PI4948	00	07/28/2021	051-5001-932.50-35	PO NUM 054758	31.63	
13593		PI5027	00	07/28/2021	051-5105-502.50-35	PO NUM 054758	129.90	
13348		PI5023	00	07/28/2021	053-6205-583.50-35	PO NUM 054758	64.17	
13573		PI5024	00	07/28/2021	053-6205-583.50-35	PO NUM 054758	44.17	
13647		PI5028	00	07/28/2021	055-7105-502.50-35	PO NUM 054758	68.06	
13575		PI5025	00	07/28/2021	055-7205-583.50-35	PO NUM 054758	282.24	
13579/13575		PI5026	00	07/28/2021	055-7205-583.50-35	PO NUM 054758	74.16	
						VENDOR TOTAL *	1,137.82	
0004795	00	METERING & TECHNOLOGY SOLUTIONS						
19881		PI4969	00	07/28/2021	053-6205-583.50-35	PO NUM 056806	939.61	
19881		PI4970	00	07/28/2021	053-6205-583.60-79	PO NUM 056806	26.75	

VEND NO	SEQ#	VENDOR NAME								EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION		AMOUNT	AMOUNT
0004795	00	METERING & TECHNOLOGY SOLUTIONS								
							VENDOR TOTAL *		966.36	
0005165	01	METHODIST FREMONT HEALTH								
IN2141/4021		PI5132		00	07/28/2021	051-5001-926.60-61	PO NUM 054782		1,035.00	
IN2163/4021		PI5133		00	07/28/2021	051-5001-926.60-61	PO NUM 054782		180.00	
IN2164/4031		PI5134		00	07/28/2021	051-5001-926.60-61	PO NUM 054782		450.00	
							VENDOR TOTAL *		1,665.00	
0005323	00	METHODIST PHYSICIANS CLINIC								
23472530		PI4951		00	07/28/2021	051-5001-926.60-61	PO NUM 055620		150.00	
							VENDOR TOTAL *		150.00	
0002960	00	MIDLAND SCIENTIFIC INC								
6299669		PI4971		00	07/28/2021	055-7105-502.50-35	PO NUM 056811		42.44	
6300114		PI4972		00	07/28/2021	055-7105-502.50-52	PO NUM 056811		27.20	
							VENDOR TOTAL *		69.64	
0004965	00	MJN MACHINE								
2816		PI4977		00	07/28/2021	055-7105-502.50-35	PO NUM 056862		825.00	
							VENDOR TOTAL *		825.00	
0001486	00	MOTION INDUSTRIES INC								
NE01-566304		PI4963		00	07/28/2021	051-5105-502.50-35	PO NUM 056744		981.50	
NE01-566304		PI4964		00	07/28/2021	051-5105-502.60-79	PO NUM 056744		21.94	
							VENDOR TOTAL *		1,003.44	
0002985	00	MSC INDUSTRIAL SUPPLY CO INC								
28044374		PI4943		00	07/28/2021	051-0000-154.00-00	PO NUM 056018	EFT:		346.07
27357704		PI4945		00	07/28/2021	051-0000-154.00-00	PO NUM 056792	EFT:		429.14
29764134		PI4946		00	07/28/2021	051-0000-154.00-00	PO NUM 056856	EFT:		408.95
29764124		PI5018		00	07/28/2021	051-0000-154.00-00	PO NUM 056856	EFT:		213.02
29764114		PI5059		00	07/28/2021	051-0000-154.00-00	PO NUM 056856	EFT:		219.82
32811924		PI5122		00	07/28/2021	051-0000-154.00-00	PO NUM 056831	EFT:		213.96
28044374		PI4952		00	07/28/2021	051-5001-940.50-35	PO NUM 056018	EFT:		27.07
28455264		PI4974		00	07/28/2021	051-5001-940.50-35	PO NUM 056831	EFT:		291.00
31323934		PI5156		00	07/28/2021	051-5001-940.50-35	PO NUM 056903	EFT:		111.03
31323954		PI5157		00	07/28/2021	051-5001-940.50-35	PO NUM 056903	EFT:		79.86
31839814		PI5158		00	07/28/2021	051-5001-940.50-35	PO NUM 056906	EFT:		121.81
28092254		PI4958		00	07/28/2021	051-5105-502.50-35	PO NUM 056652	EFT:		306.51
29187694		PI4975		00	07/28/2021	051-5105-502.50-35	PO NUM 056840	EFT:		419.10
31860704		PI5149		00	07/28/2021	051-5105-502.50-35	PO NUM 056745	EFT:		374.18
32352794		PI5150		00	07/28/2021	051-5105-502.50-35	PO NUM 056802	EFT:		58.85
31839814		PI5159		00	07/28/2021	057-8205-870.50-35	PO NUM 056906	EFT:		243.45
							VENDOR TOTAL *		.00	3,863.82
0003095	00	MUNICIPAL SUPPLY INC OF OMAHA								
0803528-IN		PI5121		00	07/28/2021	053-0000-154.00-00	PO NUM 056808		762.50	
							VENDOR TOTAL *		762.50	
0005004	00	NALCO COMPANY LLC								

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0005004 6670102844	00	NALCO COMPANY LLC PI5137	00	07/28/2021	055-7105-502.60-59	PO NUM 055498	550.02	
						VENDOR TOTAL *	550.02	
0005235 ACC-21-0535	00	NAVAJO TRANSITIONAL ENERGY CO*WIRE* PI5139	00	07/28/2021	051-0000-152.00-00	7/03/21	222,784.74	Coal purchase
						VENDOR TOTAL *	222,784.74	
0005312 CYFR120	00	NAVITAS LLC PI5173	00	07/28/2021	051-5001-950.80-50	PO NUM 055466 City Hall energy efficiency project CCR 2020-141	EFT:	20,319.38
						VENDOR TOTAL *	.00	20,319.38
0005254 0000183	00	NEB-IA AGRONOMICS LLC PI5139	00	07/28/2021	055-7105-502.60-55	PO NUM 055625	6,000.00	
						VENDOR TOTAL *	6,000.00	
0001958 541331	00	NEBR PUBLIC HEALTH ENVIRONMENTAL PI5172	00	07/28/2021	053-6105-502.60-54	PO NUM 054856	EFT:	636.00
						VENDOR TOTAL *	.00	636.00
0003417 07212021	00	NEBRASKA POWER REVIEW BOARD PI5174	00	07/28/2021	051-5001-919.60-67	PO NUM 056966	5,907.06	
						VENDOR TOTAL *	5,907.06	
0002567 2021/SEELHOFF	00	NEBRASKA WATER ENVIRONMENT ASSN SPI4973	00	07/28/2021	055-7105-502.60-62	PO NUM 056825	90.00	
						VENDOR TOTAL *	90.00	
9999999 000081363	00	NELSON, AMBER R UT	00	07/28/2021	051-0000-143.00-00	MANUAL CHECK	79.60	
						VENDOR TOTAL *	79.60	
0001473 CUI0959483	00	NMC INC PI4976	00	07/28/2021	051-5105-502.50-48	PO NUM 056841	36.05	
						VENDOR TOTAL *	36.05	
0002054 712315	00	NORTHWEST ELECTRIC LLC PI4944	00	07/28/2021	051-0000-153.00-00	PO NUM 056572	482.00	
712315		PI4954	00	07/28/2021	051-5105-502.50-35	PO NUM 056572	31.52	
712315		PI4955	00	07/28/2021	051-5105-502.60-59	PO NUM 056572	687.00	
712316		PI4959	00	07/28/2021	051-5105-502.50-35	PO NUM 056669	3,316.44	
712316		PI4960	00	07/28/2021	051-5105-502.60-59	PO NUM 056669	750.00	
						VENDOR TOTAL *	5,266.96	
0005298 CD20006876	00	NOVASPECT INC PI5015	00	07/28/2021	051-0000-153.00-00	PO NUM 056844	231.12	
						VENDOR TOTAL *	231.12	
0001020 0397-429562	00	O'REILLY AUTOMOTIVE INC PI5128	00	07/28/2021	051-5001-940.50-35	PO NUM 054760	44.05	

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0001020	00	O'REILLY AUTOMOTIVE INC						
0397-430316		PI5129	00	07/28/2021	051-5001-940.50-35	PO NUM 054760	38.18	
0397-432039		PI5130	00	07/28/2021	051-5001-940.50-35	PO NUM 054760	72.44	
0397-431136		PI5029	00	07/28/2021	051-5105-502.50-35	PO NUM 054760	74.79	
0397-431128		PI4949	00	07/28/2021	051-5205-580.50-35	PO NUM 054760	6.94	
						VENDOR TOTAL *	236.40	
0002888	00	OFFICENET						
961528-0		PI5154	00	07/28/2021	051-5001-940.50-40	PO NUM 056838	783.71	
961528-0		PI5155	00	07/28/2021	051-5001-940.50-61	PO NUM 056838	26.75	
						VENDOR TOTAL *	810.46	
0004910	00	OHIO LUMEX CO INC						
COF063021A		PI4957	00	07/28/2021	051-5105-502.60-54	PO NUM 056633	900.00	
						VENDOR TOTAL *	900.00	
0004804	00	OIL SKIMMERS INC						
00136500		PI4967	00	07/28/2021	051-5105-502.50-35	PO NUM 056800	445.14	
00136500		PI4968	00	07/28/2021	051-5105-502.60-79	PO NUM 056800	19.37	
						VENDOR TOTAL *	464.51	
0002946	00	OMAHA PUBLIC POWER DISTRICT						
7281943133	0721	PI5135	00	07/28/2021	055-7105-502.60-71	PO NUM 054814	EFT:	33.65
0128000051	0721	PI5136	00	07/28/2021	057-8205-870.60-61	PO NUM 054857	EFT:	37.85
						VENDOR TOTAL *	.00	71.50
9999999	00	ORTIZ, ROLANDO J						
000074981		UT	00	07/28/2021	051-0000-143.00-00	MANUAL CHECK	60.07	
						VENDOR TOTAL *	60.07	
0005318	00	PETE LIEN & SONS INC						
21POS/069095			00	07/28/2021	051-0000-158.02-00	7/07/21 24.28 ton	EFT:	4,988.09
21POS/072652			00	07/28/2021	051-0000-158.02-00	7/14/21 22.51 ton	EFT:	4,624.46
						VENDOR TOTAL *	.00	9,612.55
0005310	00	PIPER SANDLER & CO						
07132021 S2021B		PI5151	00	07/28/2021	051-5001-928.03-00	PO NUM 056821	12,198.37	Municipal advisor fees
071321 S 2021A		PI5153	00	07/28/2021	051-5001-928.03-00	PO NUM 056821	41,085.00	for refunding of 2014B
07132021 S2021B		PI5152	00	07/28/2021	055-7001-928.03-00	PO# 056821	42,016.63	and 2018 bonds
						VENDOR TOTAL *	95,300.00	
0002919	00	PLATTE VALLEY EQUIPMENT LLC						
2923167		PI5161	00	07/28/2021	051-5001-940.50-48	PO NUM 056911	600.24	
2923167		PI5162	00	07/28/2021	051-5001-940.60-79	PO NUM 056911	89.68	
						VENDOR TOTAL *	689.92	
0004702	00	PME OF OHIO INC						
50-50431		PI4994	00	07/28/2021	051-5105-502.60-61	PO NUM 056168	2,105.00	
						VENDOR TOTAL *	2,105.00	
9999999	00	POTTER, LAURA A						

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9999999 000081779	00	POTTER, LAURA A UT	00	07/28/2021	051-0000-143.00-00	MANUAL CHECK	143.56	
						VENDOR TOTAL *	143.56	
0004740 16439	00	PREMIER STAFFING INC PI4984	00	07/28/2021	051-5001-926.60-61	PO NUM 054773	240.00	
16471		PI4985	00	07/28/2021	051-5001-926.60-61	PO NUM 054773	200.00	
16442		PI4998	00	07/28/2021	051-5001-903.60-61	PO NUM 056389	237.30	
16474		PI4999	00	07/28/2021	051-5001-903.60-61	PO NUM 056389	190.69	
16502		PI5131	00	07/28/2021	051-5001-926.60-61	PO NUM 054773	80.00	
16505		PI5148	00	07/28/2021	051-5001-903.60-61	PO NUM 056389	148.31	
						VENDOR TOTAL *	1,096.30	
0004696 67710	00	PRIME COMMUNICATIONS INC PI4995	00	07/28/2021	051-5105-502.50-35	PO NUM 056207	529.66	
						VENDOR TOTAL *	529.66	
0004885 2056	00	PRISM SMART SOLUTIONS PI4986	00	07/28/2021	051-5001-932.60-65	PO NUM 054965	90.00	
						VENDOR TOTAL *	90.00	
0003639 021189	00	R&S TRACK MAINTENANCE INC PI5003	00	07/28/2021	051-5105-502.60-59	PO NUM 056654	EFT:	665.00
						VENDOR TOTAL *	.00	665.00
0002876 19929	00	RAWHIDE CHEMOIL INC PI5160	00	07/28/2021	051-5001-940.50-30	PO NUM 056910	22,755.30	Fuel for gasboy
						VENDOR TOTAL *	22,755.30	
9999999 000066351	00	REGALADO ARTIGAS, MILEYDIS UT	00	07/28/2021	051-0000-143.00-00	MANUAL CHECK	163.29	
						VENDOR TOTAL *	163.29	
0004939 824231-01	00	RESCO PI4979	00	07/28/2021	051-0000-154.00-00	PO NUM 056537	898.80	
828922-00		PI4981	00	07/28/2021	051-0000-154.00-00	PO NUM 056836	679.46	
828990-00		PI4983	00	07/28/2021	051-0000-154.00-00	PO NUM 056845	642.00	
829878-00		PI5126	00	07/28/2021	051-0000-154.00-00	PO NUM 056907	1,259.92	
						VENDOR TOTAL *	3,480.18	
0003559 11415723	00	S&P GLOBAL RATINGS PI5163	00	07/28/2021	051-5001-920.60-61	PO NUM 056944	EFT:	8,000.00
						VENDOR TOTAL *	.00	8,000.00
0000762 AW5483-INV1	00	SCHAEFFER MANUFACTURING CO PI5041	00	07/28/2021	051-5205-580.50-48	PO NUM 056775	EFT:	1,476.55
						VENDOR TOTAL *	.00	1,476.55
0005128 CLIP13385	00	SCHLOSSER ENTERPRISES INC PI5142	00	07/28/2021	051-5001-932.60-61	PO NUM 056222	EFT:	90.00

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0005128 CLIP13385 CLIP13385 CLIP13385 CLIP13385 CLIP13385	00	SCHLOSSER ENTERPRISES INC PI5143 PI5144 PI5145 PI5146 PI5147	00	07/28/2021 07/28/2021 07/28/2021 07/28/2021 07/28/2021	051-5001-940.60-61 051-5105-502.60-61 053-6105-502.60-61 055-7205-583.60-61 057-8205-870.60-61	PO NUM 056222 PO NUM 056222 PO NUM 056222 PO NUM 056222 PO NUM 056222	EFT: EFT: EFT: EFT: EFT:	40.00 260.00 370.00 210.00 40.00
VENDOR TOTAL *							.00	1,010.00
0003575 INV-000604412	00	SCHWEITZER ENGINEERING LABS INC PI5004	00	07/28/2021	051-5205-580.50-35	PO NUM 056716	EFT:	88.38
VENDOR TOTAL *							.00	88.38
0004661 210600671	00	SCREENING ONE INC PI5030	00	07/28/2021	051-5001-926.60-61	PO NUM 054770	782.27	
VENDOR TOTAL *							782.27	
0000197 21536	00	SERVOCON ALPHA PI4980	00	07/28/2021	051-0000-153.00-00	PO NUM 056573	137.00	
VENDOR TOTAL *							137.00	
9999999 000003633	00	SHELSON, DAVE UT	00	07/28/2021	051-0000-143.00-00	MANUAL CHECK	52.89	
VENDOR TOTAL *							52.89	
9999999 072021 SHELSON	00	SHELSON, DAVE	00	07/28/2021	051-5105-548.50-04	Dave Shelso/3 Solar Panel	302.40	
VENDOR TOTAL *							302.40	
0004652 5700106878	00	SIEMENS INDUSTRY INC PI4987	00	07/28/2021	051-5205-580.50-35	PO NUM 055203 Substation H Control house CCR 2020-226	EFT:	130,360.07
VENDOR TOTAL *							.00	130,360.07
0000429 253048 252949 252949 253028 253028	00	SKARSHAUG TESTING LABORATORY INC PI5019 PI5042 PI5043 PI5044 PI5045	00	07/28/2021 07/28/2021 07/28/2021 07/28/2021 07/28/2021	051-0000-154.00-00 051-5205-580.50-35 051-5205-580.60-61 051-5205-580.50-35 051-5205-580.60-61	PO NUM 056857 PO NUM 056790 PO NUM 056790 PO NUM 056790 PO NUM 056790	894.43 2,435.91 22.25 395.45 4.16	
VENDOR TOTAL *							3,752.20	
9999999 000066829	00	SOLER, MARIO UT	00	07/28/2021	051-0000-143.00-00	MANUAL DEPOSIT REFUND	200.00	
VENDOR TOTAL *							200.00	
0004430 70013874	00	STANDARD LABORATORIES INC PI5000	00	07/28/2021	051-5105-502.60-61	PO NUM 056459	295.26	
VENDOR TOTAL *							295.26	
0001137 5079251	00	STEFFY CHRYSLER CENTER INC, GENE PI5116	00	07/28/2021	055-7105-502.50-48	PO NUM 056889	425.95	

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0001137	00	STEFFY CHRYSLER CENTER INC, GENE						
						VENDOR TOTAL *	425.95	
0005183	00	SUPERION LLC - CENTRALSQUARE						
324114		PI5068	00	07/28/2021	051-5001-903.60-77	PO NUM 054942	EFT:	432.66
324114		PI5069	00	07/28/2021	051-5001-903.60-77	PO# 054942	EFT:	22.77
						VENDOR TOTAL *	.00	455.43
0003149	00	TELEDYNE INSTRUMENTS INC						
P020090284		PI4978	00	07/28/2021	051-0000-153.00-00	PO NUM 054991	EFT:	1,068.93
						VENDOR TOTAL *	.00	1,068.93
0005334	00	TK ELEVATOR CORPORATION						
1000365949		PI5140	00	07/28/2021	051-5001-932.60-65	PO NUM 056055	EFT:	535.74
1000365949		PI5141	00	07/28/2021	051-5105-502.60-65	PO NUM 056055	EFT:	803.55
						VENDOR TOTAL *	.00	1,339.29
0004415	00	TRINITY CONSULTANTS INC						
1299319		PI5001	00	07/28/2021	051-5105-502.60-57	PO NUM 056495		
						VENDOR TOTAL *	5,497.50	
0001914	00	UNION PACIFIC RAILROAD						
314589392			00	07/28/2021	051-0000-152.00-00	Freight for coal	EFT:	321,205.44
						VENDOR TOTAL *	.00	321,205.44
0004520	00	US BANK CORPORATE PAYMENT SYSTEMS						
22390		PI5084	00	07/28/2021	051-5001-922.60-65	PO NUM 056873		
						VENDOR TOTAL *	2,248.80	
0000647	00	USABLUBOOK						
642762		PI5006	00	07/28/2021	051-5105-502.50-35	PO NUM 056748		
645314		PI5007	00	07/28/2021	055-7105-502.50-35	PO NUM 056770		
						VENDOR TOTAL *	524.72	
9999999	00	VALDEZ, ISAIAH						
000082903		UT	00	07/28/2021	051-0000-143.00-00	MANUAL CHECK		
						VENDOR TOTAL *	39.68	
0004316	00	VERMEER HIGH PLAINS						
P0831402		PI5005	00	07/28/2021	055-7105-502.50-35	PO NUM 056721		
						VENDOR TOTAL *	8,590.44	
0005343	00	VIM TECHNOLOGIES INC						
11962		PI5035	00	07/28/2021	051-5105-502.60-62	PO NUM 056358		
						VENDOR TOTAL *	1,198.00	
0003627	00	WACHS, E H						
INV191614		PI5049	00	07/28/2021	053-6205-583.50-35	PO NUM 056865	EFT:	182.69
INV191614		PI5050	00	07/28/2021	053-6205-583.60-79	PO NUM 056865	EFT:	29.63
						VENDOR TOTAL *	.00	212.32
0004336	00	WATERLINK INC						



SPECIAL & REGULAR CITY COUNCIL MEETING MINUTES
July 13, 2021 - 7:00 PM
City Council Chambers 400 East Military, Fremont NE

SPECIAL CITY COUNCIL MEETING MINUTES

7:00 PM

MEETING CALLED TO ORDER Mayor Spellerberg called the Special Council Meeting to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas.

ROLL CALL Roll call showed Council Members Gibson, Ellis, Ganem, Yerger, Sookram, Legband, and Kuhns present. Jensen absent. 7 members present.

1. Large Project Discussion, Part II of Biennial Budget Discussion. No action was taken.

ADJOURNMENT Motion made by Gibson, seconded by Legband to adjourn; time: 7:01 P.M.
Voting Yea: Yerger, Ellis, Gibson, Legband, Ganem, Sookram, Kuhns. Motion carried.

CITY COUNCIL REGULAR MEETING MINUTES

7:00 PM – Following the preceding Meeting

MEETING CALLED TO ORDER Following the Pledge of Allegiance, Mayor Spellerberg called the Council Meeting to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas.

ROLL CALL Roll call showed Council Members Gibson, Ellis, Ganem, Yerger, Sookram, Legband, and Kuhns present. Jensen absent. 7 members present.

MAYOR COMMENTS

(There will be no discussion from the Council or the public regarding comments made by the Mayor. Should anyone have questions regarding the comments, please contact the Mayor after the meeting)

1. Motion to adopt current agenda for the July 13, 2021 Regular Meeting. Motion made by Ganem, Seconded by Legband to adopt current agenda for the July 13, 2021 Regular Meeting. Voting Yea: Yerger, Ellis, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried.

PUBLIC HEARINGS:

2. Resolution 2021-092 for a Class C Liquor License for Ortiz's Bars, LLC dba Los Mezcales, 210 N. Main Street. Mayor Spellerberg opened the public hearing. Mayor Spellerberg closed the public hearing after receiving comments from the public. Motion made by Ganem, Seconded by Kuhns to approve Resolution 2021-092 for a Class C Liquor License for Ortiz's Bars, LLC dba Los Mezcales, 210 N. Main Street. Voting Yea: Yerger, Ellis, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried.

CONSENT AGENDA: All items in the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately. Motion made by Gibson, seconded by Legband to approve consent agenda items 3-6, 8, and 10-11. Voting Yea: Yerger, Ellis, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried.

3. Motion to approve June 30, 2021 through July 13, 2021 claims and authorize checks to be drawn on the proper accounts
4. Motion to receive Report of the Treasury
5. Dispense with and approve June 29, 2021 Regular City Council and June 29, 2021 Special City Council Meeting Minutes
6. Resolution 2021-093 approving the request of Mollie Anderson on behalf of 1971 Class Reunion Committee to close City Parking Lot (Opera House) and authorize Special Designated License on August 21, 2021
7. Motion to approve concrete license applications for Concrete Modality and Zarate Construction. Motion made by Kuhns, Seconded by Sookram to approve concrete license applications for Concrete Modality and Zarate Construction. Voting Yea: Yerger, Ellis, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried.
8. Motion to approve the recommendation of the Mayor to reappoint Bill Dugan and Eric Johnson to terms ending June 2024 to the Airport Advisory Committee
9. Motion to authorize the Mayor to sign Amendment #1 for the MS4 Program Support Agreement with Felsburg Holt and Ullevig. Motion made by Yerger, Seconded by Ellis to receive Resolution 2021-098 into the record. Voting Yea: Yerger, Ellis, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried. Motion made by Yerger, seconded by Legband to approve Resolution 2021-098. Voting Yea: Yerger, Ellis, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried.
10. Resolution 2021-094 authorizing mayor to sign street closure agreement with Main Street Fremont for Summer Fest Event
11. Resolution 2021-095 authorizing Mayor to sign Street Closure Agreement with Run Nebraska LLC, for their 3rd Annual White Light Mile (1-mile road race)

UNFINISHED BUSINESS: Requires individual associated action

12. Council Member Ellis item - Ordinance 5578 restricting parking near mailboxes (second reading). Motion made by Yerger, Seconded by Legband to amend Ordinance 5578 to add curbside ahead of mailbox. Voting Yea: Yerger, Ellis, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried. Motion made by Yerger, Seconded by Legband to hold second reading of the Ordinance. Voting Yea: Yerger, Ellis, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried.

NEW BUSINESS: Requires individual associated action

13. Motion authorizing the Mayor to sign construction contract with M.E. Collins for Johnson Road South UPRR Crossing Improvements. Motion made by Yerger, Seconded by Ellis to receive Resolution 2021-099 into the record. Voting Yea: Yerger, Ellis, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried. Motion made by Yerger, Seconded by Ganem to approve Resolution 2021-099. Voting Yea: Yerger, Ellis, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried.
14. Resolution 2021-096 approving the closure of 5th Street between Main Street, West and the alley at the request of Lund-Ross Constructors Inc., for demolition work to the 505 Building. Motion made by Yerger, Seconded by Legband to amend the first Whereas statement and the Now Therefore statement to read: "to temporarily close 5th Street and restrict two parking stalls on Main Street and sidewalks, and 5th Street from Main Street west to the alley including sidewalks". Voting Yea: Yerger, Ellis, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried. Motion made by Yerger, Seconded by Sookram to approve Resolution 2021-096 as amended. Voting Yea: Yerger, Ellis, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried.
15. Motion to authorize the Mayor to sign contract with Southern Environmental, Inc. for Lon D. Wright (LDW) Coal Handling Modifications. Motion made by Yerger, Seconded by Ellis to receive Resolution 2021-100 into the record. Voting Yea: Yerger, Ellis, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried. Motion made by Yerger, Seconded by Ganem to approve Resolution 2021-100. Voting Yea: Yerger, Ellis, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried.
16. Motion to approve the recommendation of the Mayor to appoint three City Council members to the City-County Joint Redistricting Committee. Motion made by Yerger, Seconded by Legband to appoint Council Members Ganem, Kuhns and Sookram to the City-County Joint Redistricting Committee. Voting Yea: Yerger, Ellis, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried.
17. Closed session to discuss potential property purchase and strategy session with respect to collective bargaining. Moved by Gibson, seconded by Legband to go into executive session to discuss potential property purchase and strategy session with respect to collective bargaining and for the further reason that the executive session is necessary for the protection of the public interest and asked for discussion. The Mayor stated that the pending motion was to go into executive session for potential property purchase and strategy session with respect to collective bargaining and for the further reason that the executive session is necessary for the protection of the public interest. Voting Yea: Gibson, Ganem, Sookram, Yerger, Ellis, Legband and Kuhns. Motion carried. The Mayor stated that the motion to go into executive session for discussing potential property purchase and strategy session with respect to collective bargaining and for the further reason that the executive session is necessary for the protection of the public interest had been approved. Discussion will be limited to discussing potential property purchase and

strategy session with respect to collective bargaining. No official actions or votes will be taken during the executive session. Time in: 7:57 p.m. Moved by Gibson, seconded by Sookram to come out of executive session where no official actions or votes were taken. Voting Yea: Yerger, Ellis, Gibson, Legband, Sookram, Ganem, Kuhns. Motion carried. Time out: 8:50 p.m.

18. Resolution 2021-097 to authorize City staff to make purchase of property located at 230 West 9th Street. Motion made by Yerger, Seconded by Legband to receive purchase agreement into the record. Voting Yea: Yerger, Ellis, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried. Motion made by Yerger, Seconded by Legband to approve Resolution 2021-097 with the blank in the first whereas statement to include the price of \$120,000.00. Voting Yea: Yerger, Ellis, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried.

Without objection from Council, Mayor Spellerberg referred back to item 12 of the agenda, and City Clerk provided second reading of the amended Ordinance 5578.

ADJOURNMENT Motion made by Sookram, seconded by Gibson to adjourn; time: 8:56 P.M. Voting Yea: Yerger, Ellis, Gibson, Legband, Ganem, Sookram, Kuhns. Motion carried.

Agenda posted at the Municipal Building on July 7, 2021 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on July 7, 2021. This meeting is preceded by publicized notice in the Fremont Tribune on the last Thursday of the preceding month and the agenda, including any notice of study session or public hearing, is displayed in the Municipal Building and is open to the public. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on the agenda.

APPROVED AND ACCEPTED AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA Special & Regular City Council Meeting Minutes for July 13, 2021.

Tyler Ficken, City Clerk

Joey Spellerberg, Mayor

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: July 27, 2021

SUBJECT: Deeds of Reconveyance for 1735 N Logan Street, 722 E Dodge Street, 615 W Jackson Street, and 448 E 11th Street for completing CDBG Loan requirements.

Recommendation: Motion to authorize the Mayor to sign Deeds of Reconveyance

Background: The borrower(s) have met the requirements of the CDBG loans, and the loans have been paid and/or forgiven.

***The above recording information verifies
this document has been electronically
recorded and returned to the submitter***

NED Inc., 111 South 1st Street, Norfolk, NE 68701

DEED OF TRUST

THIS DEED OF TRUST is made on November 14, 2014.

The Trustor is Bobbie J Prunty and Jeremy R Prunty wife and husband, dba Bronte Holdings II, LLC also known as Borrowers.

The Trustee is Michael T. Brogan, PO Box 667, Norfolk, NE 68702-0667.

The Beneficiary is City of Fremont, also known as Lender.

Beneficiary's address is 400 East Military Avenue,,Fremont, NE 68025.

Borrowers irrevocably convey to Trustee, in Trust, with power of sale, the following:

The East 44 feet in width of the South 132 feet in length of Lot 8, Block 58, Barnard's Addition to the City of Fremont, Dodge County, Nebraska

together with all the rents and profits therefrom and subject to easements and restrictions of record, if any.

Borrowers owe Lender up to \$25,000.00, evidenced by Borrowers' Note of even date, payable according to the terms thereof.

This Security Instrument secures to Lender the Debt evidenced by said Note, the payment of all other sums, with interest, advanced under the provisions hereafter to protect the security and the performance of Borrowers' covenants and agreements.

Borrowers covenant that Borrowers are lawfully seized of such real estate and have the legal power and lawful authority to convey the same and warrant and will defend title to the real estate against the lawful claims of all persons.

BORROWERS AND LENDER AGREE AS FOLLOWS:

1. Borrowers shall pay when due, the principal and interest as provided in said Note.
2. All payments received by Lender shall be first applied to advances which may have been made by Lender and then to interest due and last to principal due.
3. Borrowers shall pay all general real estate taxes and special assessments against the property before the same become delinquent.

4. If Lender determines that any part of the property is subject to a lien, which is or may attain priority over this security instrument, Lender may give Borrowers a notice identifying the lien and Borrowers shall satisfy the lien within ten (10) days.

5. Borrowers shall keep the improvements on said premises insured against loss by fire and hazards included within the term "extended coverage" for their insurable value and policies for the same shall include a standard mortgage clause showing Lender herein. In event of loss, Lender may make proof of loss if not promptly made by Borrowers. Insurance proceeds shall be applied to restoration or repair of the property damaged, unless both parties otherwise agree, except if restoration or repair is not economically feasible or Lender's security is not lessened, otherwise said proceeds shall be paid on the debt herein, whether or not then due.

Unless Lender and Borrowers otherwise agree in writing, any payments or proceeds from insurance shall not extend or postpone the due date of the monthly payments provided in said Note, or change the amount of the payments.

6. If Borrowers fail to perform the covenants and agreements herein contained, Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the property, including the paying of any sum secured by a lien which has priority over this security instrument, appearing in Court, paying reasonable attorney fees and entering the property to make repairs. Any amount disbursed by Lender under this paragraph shall become an additional debt of Borrowers secured by this security instrument, to bear interest from the date of disbursement and said amount, together with the then unpaid principal amount, shall bear interest at the highest lawful rate until refunded by Borrowers.

7. The proceeds of any condemnation award are hereby assigned and shall be paid to Lender and shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to Borrower.

8. Any extensions or modifications of the loan granted by Lender to any successor in interest of Borrowers shall not operate to release the liability of the original Borrowers or Borrowers' successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Any notice to Borrowers provided for in this security instrument shall be given by delivering it or by mailing it using first class mail unless Nebraska law requires use of another method, at the Borrowers' last known address.

10. This security instrument and the Note which it secures shall be governed by Nebraska law.

11. Lender shall give notice to Borrowers following Borrowers' breach of any covenant or agreement in this security agreement and the Note which it secures. The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date not less than thirty (30) days from the date the notice is given to Borrowers by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this security agreement and resale of the property. The notice shall further inform Borrowers of the right to reinstate, after acceleration, and the right to bring a Court action to assert the nonexistence of a default or any other defense of Borrowers to acceleration and sale. If default is not cured, on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Agreement without further demand and may invoke the power of sale and any other remedies permitted by Nebraska law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney fees and costs of title evidence.

12. If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the property is located and shall mail copies of such notice in the manner prescribed by Nebraska law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Nebraska law. Trustee, without demand on Borrowers, shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one (1) or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's Deed conveying the property. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses

of the sale including, but not limited to, Trustee's fees as permitted by Nebraska law and reasonable attorney fees; (b) to all sums secured by this security agreement; and (c) any excess to the person or persons legally entitled to it.

13. Upon acceleration under paragraph 12 or abandonment of the property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property, including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney fees, and then to the sums secured by this security instrument.

14. Upon payment of all sums as herein provided, Lender shall direct Trustee to reconvey the property and shall surrender this security instrument and the Note secured. Trustee shall reconvey the property without warranty and without charge to the persons legally entitled to it.

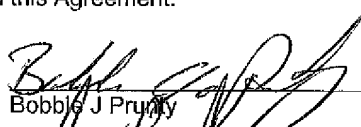
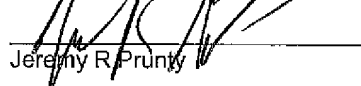
15. Lender, at its option, may from time to time remove Trustee and appoint a successor Trustee by an instrument recorded the county in which this security instrument is recorded. Without conveyance of the property, the successor Trustee shall succeed to all the title, power, and duties conferred upon Trustee herein and by Nebraska law.

16. Borrowers understand that the property must remain the borrowers' primary residence throughout the housing rehabilitation loan period. If, at any time during the housing rehabilitation loan period, the property is no longer the borrowers' primary residence, borrowers will be declared in default of this security agreement and the Note which it secures. This includes, but is not limited to, the property becoming non-owner occupied, being vacant for a period of more than 90 days, or being converted to rental.

17. Borrowers agree to comply with the terms and conditions of the Owner-Occupied Housing Rehabilitation Program Guidelines.

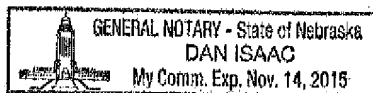
18. Borrowers request that copies of all notices provided herein be sent to Borrowers' address, which is 448 East 11th Street, Fremont, NE 68025.


IN WITNESS WHEREOF, the Borrowers have signed this Agreement.


Bobbie J Prunty

Jeremy R Prunty

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on this 17 day of November, 2014 by Bobbie J Prunty and Jeremy R Prunty, wife and husband dba Bronte Holdings II, LLC.




Notary Public

DEED OF RECONVEYANCE

City of Fremont
400 East Military Avenue
Fremont, NE 68025-5141

The indebtedness secured by the Deed of Trust executed by Bobbie J. Prunty and Jeremy R Prunty, wife and husband, dba Bronte Holdings II, LLC as Trustor(s) to Michael T. Brogan as Trustee, for the benefit of the City of Fremont as beneficiary dated November 17, 2014, and recorded on December 4, 2014, in the Office of the Register of Deeds of Dodge County, Nebraska recorded at Document #201405208, has been paid, and the Beneficiary has requested in writing that this Deed of Reconveyance be executed and delivered as confirmed by its endorsement below. In consideration of such payment and in accordance with the request of the Beneficiary, the Trustee reconveys to the person or persons entitled thereto all the right, title, interest and claim acquired by the Trustee pursuant to the Deed of Trust in the following:

The East 44 feet in width of the South 132 feet in length of Lot 8, Block 58, Barnard's Addition to the City of Fremont, in Dodge County, Nebraska.

Dated: _____

By: _____
Michael T. Brogan, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF MADISON)

The foregoing instrument was acknowledged before me on _____ by Michael T. Brogan, as Trustee.

Witness my hand and seal:

Notary Public

REQUEST FOR RECONVEYANCE

The Beneficiary requests the Trustee to reconvey the real estate described above to the person or persons entitled thereto.

By: _____
Joey Spellerberg, Mayor
City of Fremont, Beneficiary

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on _____ by Joey Spellerberg, Mayor, on behalf of the City of Fremont as Beneficiary.

Witness my hand and seal:

Notary Public

DEED OF RECONVEYANCE

City of Fremont
400 East Military Avenue
Fremont, NE 68025-5141

The indebtedness secured by the Deed of Trust executed by Antonia C Flores, a single person, as Trustor(s) to Michael T. Brogan as Trustee, for the benefit of the City of Fremont as beneficiary dated October 5, 2010, and recorded on October 12, 2010, in the Office of the Register of Deeds of Dodge County, Nebraska recorded at Book 2010 Page 5098, has been paid, and the Beneficiary has requested in writing that this Deed of Reconveyance be executed and delivered as confirmed by its endorsement below. In consideration of such payment and in accordance with the request of the Beneficiary, the Trustee reconveys to the person or persons entitled thereto all the right, title, interest and claim acquired by the Trustee pursuant to the Deed of Trust in the following:

Lot 2, Block 29, Dorsey's Second Addition, City of Fremont, in Dodge County, Nebraska.

Dated: _____

By: _____

Michael T. Brogan, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF MADISON)

The foregoing instrument was acknowledged before me on _____ by Michael T. Brogan, as Trustee.

Witness my hand and seal:

Notary Public

REQUEST FOR RECONVEYANCE

The Beneficiary requests the Trustee to reconvey the real estate described above to the person or persons entitled thereto.

By: _____

Joey Spellerberg, Mayor
City of Fremont, Beneficiary

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on _____ by Joey Spellerberg, Mayor, on behalf of the City of Fremont as Beneficiary.

Witness my hand and seal:

Notary Public

FILED
2010 5098
BOOK _____ PAGE _____
2010 OCT 12 PM 3:21
Carol Stevens
DODGE COUNTY
REGISTER OF DEEDS
COMPARE INDEX FEE \$ 15.50

DEED OF TRUST

THIS DEED OF TRUST is made on September 28, 2010.

The Trustor is Antonia C Flores, a single person, also known as Borrowers.

The Trustee is Michael T. Brogan, PO Box 667, Norfolk, NE 68702-0667.

The Beneficiary is City of Fremont, also known as Lender.

Beneficiary's address is 400 East Military Avenue, PO Box 1266, Fremont, NE 68026-1266.

Borrowers irrevocably convey to Trustee, in Trust, with power of sale, the following:

Lot 2, Block 29, Dorsey's Second Addition, City of Fremont, Dodge County, Nebraska.

together with all the rents and profits therefrom and subject to easements and restrictions of record, if any.

Borrowers owe Lender up to \$5,000.00, evidenced by Borrowers' Note of even date, payable according to the terms thereof.

This Security Instrument secures to Lender the Debt evidenced by said Note, the payment of all other sums, with interest, advanced under the provisions hereafter to protect the security and the performancy of Borrowers' covenants and agreements.

Borrowers covenant that Borrowers are lawfully seized of such real estate and have the legal power and lawful authority to convey the same and warrant and will defend title to the real estate against the lawful claims of all persons.

BORROWERS AND LENDER AGREE AS FOLLOWS:

1. Borrowers shall pay when due, the principal and interest as provided in said Note.
2. All payments received by Lender shall be first applied to advances which may have been made by Lender and then to interest due and last to principal due.
3. Borrowers shall pay all general real estate taxes and special assessments against the property before the same become delinquent.
4. If Lender determines that any part of the property is subject to a lien, which is or may attain priority over this security instrument, Lender may give Borrowers a notice identifying the lien and Borrowers shall satisfy the lien within ten (10) days.

5. Borrowers shall keep the improvements on said premises insured against loss by fire and hazards included within the term "extended coverage" for their insurable value and policies for the same shall include a standard mortgage clause showing Lender herein. In event of loss, Lender may make proof of loss if not promptly made by Borrowers. Insurance proceeds shall be applied to restoration or repair of the property damaged, unless both parties otherwise agree, except if restoration or repair is not economically feasible or Lender's security is not lessened, otherwise said proceeds shall be paid on the debt herein, whether or not then due.

Unless Lender and Borrowers otherwise agree in writing, any payments or proceeds from insurance shall not extend or postpone the due date of the monthly payments provided in said Note, or change the amount of the payments.

6. If Borrowers fail to perform the covenants and agreements herein contained, Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the property, including the paying of any sum secured by a lien which has priority over this security instrument, appearing in Court, paying reasonable attorney fees and entering the property to make repairs. Any amount disbursed by Lender under this paragraph shall become an additional debt of Borrowers secured by this security instrument, to bear interest from the date of disbursement and said amount, together with the then unpaid principal amount, shall bear interest at the highest lawful rate until refunded by Borrowers.

7. The proceeds of any condemnation award are hereby assigned and shall be paid to Lender and shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to Borrower.

8. Any extensions or modifications of the loan granted by Lender to any successor in interest of Borrowers shall not operate to release the liability of the original Borrowers or Borrowers' successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Any notice to Borrowers provided for in this security instrument shall be given by delivering it or by mailing it using first class mail unless Nebraska law requires use of another method, at the Borrowers' last known address.

10. This security instrument and the Note which it secures shall be governed by Nebraska law.

11. Lender shall give notice to Borrowers following Borrowers' breach of any covenant or agreement in this security agreement and the Note which it secures. The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date not less than thirty (30) days from the date the notice is given to Borrowers by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this security agreement and resale of the property. The notice shall further inform Borrowers of the right to reinstate, after acceleration, and the right to bring a Court action to assert the nonexistence of a default or any other defense of Borrowers to acceleration and sale. If default is not cured, on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Agreement without further demand and may invoke the power of sale and any other remedies permitted by Nebraska law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney fees and costs of title evidence.

12. If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the property is located and shall mail copies of such notice in the manner prescribed by Nebraska law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Nebraska law. Trustee, without demand on Borrowers, shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one (1) or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's Deed conveying the property. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale including,

but not limited to, Trustee's fees as permitted by Nebraska law and reasonable attorney fees; (b) to all sums secured by this security agreement; and (c) any excess to the person or persons legally entitled to it.

13. Upon acceleration under paragraph 12 or abandonment of the property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property, including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney fees, and then to the sums secured by this security instrument.

14. Upon payment of all sums as herein provided, Lender shall direct Trustee to reconvey the property and shall surrender this security instrument and the Note secured. Trustee shall reconvey the property without warranty and without charge to the persons legally entitled to it.

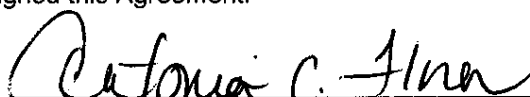
15. Lender, at its option, may from time to time remove Trustee and appoint a successor Trustee by an instrument recorded the county in which this security instrument is recorded. Without conveyance of the property, the successor Trustee shall succeed to all the title, power, and duties conferred upon Trustee herein and by Nebraska law.

16. Borrowers understand that the property must remain the borrowers' primary residence throughout the housing rehabilitation loan period. If, at any time during the housing rehabilitation loan period, the property is no longer the borrowers' primary residence, borrowers will be declared in default of this security agreement and the Note which it secures. This includes, but is not limited to, the property becoming non-owner occupied, being vacant for a period of more than 90 days, or being converted to rental.

17. Borrowers agree to comply with the terms and conditions of the Owner-Occupied Housing Rehabilitation Program Guidelines.

18. Borrowers request that copies of all notices provided herein be sent to Borrowers' address, which is 615 West Jackson Street, Fremont, NE 68025.

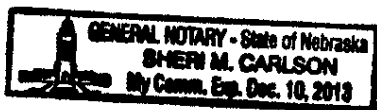
IN WITNESS WHEREOF, the Borrowers have signed this Agreement.

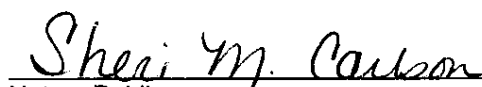


Antonia C Flores

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on this 5th day of October, 2010 by Antonia C Flores , a single person.





Notary Public



201006395

201006395*Carol Givens*
Carol Givens

Filed:

December 15, 2010 1:45 PM

Register of Deeds
DODGE COUNTY, NE

Fee \$15.50

DEED OF TRUST

THIS DEED OF TRUST is made on December 7, 2010.

The Trustor is Lisa A. O'Connell & Peter D. O'Connell, husband & wife, also known as Borrowers.

The Trustee is Michael T. Brogan, PO Box 667, Norfolk, NE 68702-0667.

The Beneficiary is City of Fremont, also known as Lender.

Beneficiary's address is 400 East Military Avenue, PO Box 1266, Fremont, NE 68026-1266.

Borrowers irrevocably convey to Trustee, in Trust, with power of sale, the following:

The East 106 feet of Lot 3, in Block 12, in Fairlawn Addition to the City of Fremont, as platted and recorded in Dodge County, Nebraska.

together with all the rents and profits therefrom and subject to easements and restrictions of record, if any.

Borrowers owe Lender up to \$10,000.00, evidenced by Borrowers' Note of even date, payable according to the terms thereof.

This Security Instrument secures to Lender the Debt evidenced by said Note, the payment of all other sums, with interest, advanced under the provisions hereafter to protect the security and the performancy of Borrowers' covenants and agreements.

Borrowers covenant that Borrowers are lawfully seized of such real estate and have the legal power and lawful authority to convey the same and warrant and will defend title to the real estate against the lawful claims of all persons.

BORROWERS AND LENDER AGREE AS FOLLOWS:

1. Borrowers shall pay when due, the principal and interest as provided in said Note.
2. All payments received by Lender shall be first applied to advances which may have been made by Lender and then to interest due and last to principal due.
3. Borrowers shall pay all general real estate taxes and special assessments against the property before the same become delinquent.
4. If Lender determines that any part of the property is subject to a lien, which is or may attain priority over this security instrument, Lender may give Borrowers a notice identifying the lien and Borrowers shall satisfy the lien within ten (10) days.

5. Borrowers shall keep the improvements on said premises insured against loss by fire and hazards included within the term "extended coverage" for their insurable value and policies for the same shall include a standard mortgage clause showing Lender herein. In event of loss, Lender may make proof of loss if not promptly made by Borrowers. Insurance proceeds shall be applied to restoration or repair of the property damaged, unless both parties otherwise agree, except if restoration or repair is not economically feasible or Lender's security is not lessened, otherwise said proceeds shall be paid on the debt herein, whether or not then due.

Unless Lender and Borrowers otherwise agree in writing, any payments or proceeds from insurance shall not extend or postpone the due date of the monthly payments provided in said Note, or change the amount of the payments.

6. If Borrowers fail to perform the covenants and agreements herein contained, Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the property, including the paying of any sum secured by a lien which has priority over this security instrument, appearing in Court, paying reasonable attorney fees and entering the property to make repairs. Any amount disbursed by Lender under this paragraph shall become an additional debt of Borrowers secured by this security instrument, to bear interest from the date of disbursement and said amount, together with the then unpaid principal amount, shall bear interest at the highest lawful rate until refunded by Borrowers.

7. The proceeds of any condemnation award are hereby assigned and shall be paid to Lender and shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to Borrower.

8. Any extensions or modifications of the loan granted by Lender to any successor in interest of Borrowers shall not operate to release the liability of the original Borrowers or Borrowers' successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Any notice to Borrowers provided for in this security instrument shall be given by delivering it or by mailing it using first class mail unless Nebraska law requires use of another method, at the Borrowers' last known address.

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but not limited to, Trustee's fees as permitted by Nebraska law and reasonable attorney fees; (b) to all sums secured by this security agreement; and (c) any excess to the person or persons legally entitled to it.

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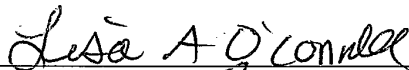
15. Lender, at its option, may from time to time remove Trustee and appoint a successor Trustee by an instrument recorded the county in which this security instrument is recorded. Without conveyance of the property, the successor Trustee shall succeed to all the title, power, and duties conferred upon Trustee herein and by Nebraska law.


16. Borrowers understand that the property must remain the borrowers' primary residence throughout the housing rehabilitation loan period. If, at any time during the housing rehabilitation loan period, the property is no longer the borrowers' primary residence, borrowers will be declared in default of this security agreement and the Note which it secures. This includes, but is not limited to, the property becoming non-owner occupied, being vacant for a period of more than 90 days, or being converted to rental.

17. Borrowers agree to comply with the terms and conditions of the Owner-Occupied Housing Rehabilitation Program Guidelines.

18. Borrowers request that copies of all notices provided herein be sent to Borrowers' address, which is 1735 North Logan Street, Fremont, NE 68025.

IN WITNESS WHEREOF, the Borrowers have signed this Agreement.

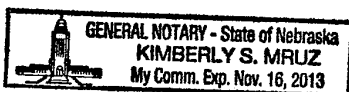


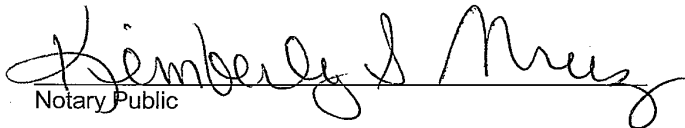
Lisa A. O'Connell


Peter D. O'Connell

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on this 10th day of December, 2010 by Lisa A. O'Connell & Peter D. O'Connell, husband & wife.





Notary Public

DEED OF RECONVEYANCE

City of Fremont
400 East Military Avenue
Fremont, NE 68025-5141

The indebtedness secured by the Deed of Trust executed by Lisa A. O'Connell & Peter D. O'Connell, husband and wife, as Trustor(s) to Michael T. Brogan as Trustee, for the benefit of the City of Fremont as beneficiary dated December 10, 2010, and recorded on December 15, 2010, in the Office of the Register of Deeds of Dodge County, Nebraska recorded at Document #201006395, has been paid, and the Beneficiary has requested in writing that this Deed of Reconveyance be executed and delivered as confirmed by its endorsement below. In consideration of such payment and in accordance with the request of the Beneficiary, the Trustee reconveys to the person or persons entitled thereto all the right, title, interest and claim acquired by the Trustee pursuant to the Deed of Trust in the following:

The East 106 feet of Lot 3, in Block 12, in Fairlawn Addition to the City of Fremont, as platted and recorded in Dodge County, Nebraska.

Dated: _____

By: _____
Michael T. Brogan, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF MADISON)

The foregoing instrument was acknowledged before me on _____ by Michael T. Brogan, as Trustee.

Witness my hand and seal:

Notary Public

REQUEST FOR RECONVEYANCE

The Beneficiary requests the Trustee to reconvey the real estate described above to the person or persons entitled thereto.

By: _____
Joey Spellerberg, Mayor
City of Fremont, Beneficiary

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on _____ by Joey Spellerberg, Mayor, on behalf of the City of Fremont as Beneficiary.

Witness my hand and seal:

Notary Public



201006394

201006394*Carol Givens*
Carol Givens

Filed:

December 15, 2010 1:38 PM

Register of Deeds
DODGE COUNTY, NE

Fee \$15.50

DEED OF TRUST

THIS DEED OF TRUST is made on December 7, 2010.

The Trustor is Jacque K Wiggins & Gregory B Wiggins, husband and wife, also known as Borrowers.

The Trustee is Michael T. Brogan, PO Box 667, Norfolk, NE 68702-0667.

The Beneficiary is City of Fremont, also known as Lender.

Beneficiary's address is 400 East Military Avenue, PO Box 1266, Fremont, NE 68026-1266.

Borrowers irrevocably convey to Trustee, in Trust, with power of sale, the following:

The East 70 feet of Lot 6, Block 5, Blair's Addition to the City of Fremont, in Dodge County, Nebraska.

together with all the rents and profits therefrom and subject to easements and restrictions of record, if any.

Borrowers owe Lender up to \$25,000.00, evidenced by Borrowers' Note of even date, payable according to the terms thereof.

This Security Instrument secures to Lender the Debt evidenced by said Note, the payment of all other sums, with interest, advanced under the provisions hereafter to protect the security and the performancy of Borrowers' covenants and agreements.

Borrowers covenant that Borrowers are lawfully seized of such real estate and have the legal power and lawful authority to convey the same and warrant and will defend title to the real estate against the lawful claims of all persons.

BORROWERS AND LENDER AGREE AS FOLLOWS:

1. Borrowers shall pay when due, the principal and interest as provided in said Note.
2. All payments received by Lender shall be first applied to advances which may have been made by Lender and then to interest due and last to principal due.
3. Borrowers shall pay all general real estate taxes and special assessments against the property before the same become delinquent.
4. If Lender determines that any part of the property is subject to a lien, which is or may attain priority over this security instrument, Lender may give Borrowers a notice identifying the lien and Borrowers shall satisfy the lien within ten (10) days.

5. Borrowers shall keep the improvements on said premises insured against loss by fire and hazards included within the term "extended coverage" for their insurable value and policies for the same shall include a standard mortgage clause showing Lender herein. In event of loss, Lender may make proof of loss if not promptly made by Borrowers. Insurance proceeds shall be applied to restoration or repair of the property damaged, unless both parties otherwise agree, except if restoration or repair is not economically feasible or Lender's security is not lessened, otherwise said proceeds shall be paid on the debt herein, whether or not then due.

Unless Lender and Borrowers otherwise agree in writing, any payments or proceeds from insurance shall not extend or postpone the due date of the monthly payments provided in said Note, or change the amount of the payments.

6. If Borrowers fail to perform the covenants and agreements herein contained, Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the property, including the paying of any sum secured by a lien which has priority over this security instrument, appearing in Court, paying reasonable attorney fees and entering the property to make repairs. Any amount disbursed by Lender under this paragraph shall become an additional debt of Borrowers secured by this security instrument, to bear interest from the date of disbursement and said amount, together with the then unpaid principal amount, shall bear interest at the highest lawful rate until refunded by Borrowers.

7. The proceeds of any condemnation award are hereby assigned and shall be paid to Lender and shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to Borrower.

8. Any extensions or modifications of the loan granted by Lender to any successor in interest of Borrowers shall not operate to release the liability of the original Borrowers or Borrowers' successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Any notice to Borrowers provided for in this security instrument shall be given by delivering it or by mailing it using first class mail unless Nebraska law requires use of another method, at the Borrowers' last known address.

10. This security instrument and the Note which it secures shall be governed by Nebraska law.

11. Lender shall give notice to Borrowers following Borrowers' breach of any covenant or agreement in this security agreement and the Note which it secures. The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date not less than thirty (30) days from the date the notice is given to Borrowers by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this security agreement and resale of the property. The notice shall further inform Borrowers of the right to reinstate, after acceleration, and the right to bring a Court action to assert the nonexistence of a default or any other defense of Borrowers to acceleration and sale. If default is not cured, on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Agreement without further demand and may invoke the power of sale and any other remedies permitted by Nebraska law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney fees and costs of title evidence.

12. If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the property is located and shall mail copies of such notice in the manner prescribed by Nebraska law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Nebraska law. Trustee, without demand on Borrowers, shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one (1) or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's Deed conveying the property. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale including,

but not limited to, Trustee's fees as permitted by Nebraska law and reasonable attorney fees; (b) to all sums secured by this security agreement; and (c) any excess to the person or persons legally entitled to it.

13. Upon acceleration under paragraph 12 or abandonment of the property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property, including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney fees, and then to the sums secured by this security instrument.

14. Upon payment of all sums as herein provided, Lender shall direct Trustee to reconvey the property and shall surrender this security instrument and the Note secured. Trustee shall reconvey the property without warranty and without charge to the persons legally entitled to it.

15. Lender, at its option, may from time to time remove Trustee and appoint a successor Trustee by an instrument recorded the county in which this security instrument is recorded. Without conveyance of the property, the successor Trustee shall succeed to all the title, power, and duties conferred upon Trustee herein and by Nebraska law.

16. Borrowers understand that the property must remain the borrowers' primary residence throughout the housing rehabilitation loan period. If, at any time during the housing rehabilitation loan period, the property is no longer the borrowers' primary residence, borrowers will be declared in default of this security agreement and the Note which it secures. This includes, but is not limited to, the property becoming non-owner occupied, being vacant for a period of more than 90 days, or being converted to rental.

17. Borrowers agree to comply with the terms and conditions of the Owner-Occupied Housing Rehabilitation Program Guidelines.

18. Borrowers request that copies of all notices provided herein be sent to Borrowers' address, which is 722 Esat Dodge Street, Fremont, NE 68025.

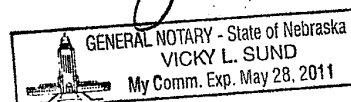
IN WITNESS WHEREOF, the Borrowers have signed this Agreement.

Jacque K. Wiggins
Jacque K. Wiggins
Gregory B. Wiggins
Gregory B. Wiggins

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on this 8th day of December, 2010 by Jacque K Wiggins & Gregory B Wiggins, husband and wife.

Vicky L. Sund
Notary Public



DEED OF RECONVEYANCE

City of Fremont
400 East Military Avenue
Fremont, NE 68025-5141

The indebtedness secured by the Deed of Trust executed by Jacque K Wiggins & Gregory B Wiggins, husband and wife, as Trustor(s) to Michael T. Brogan as Trustee, for the benefit of the City of Fremont as beneficiary dated December 8, 2010, and recorded on December 15, 2010, in the Office of the Register of Deeds of Dodge County, Nebraska recorded at Document #201006394, has been paid, and the Beneficiary has requested in writing that this Deed of Reconveyance be executed and delivered as confirmed by its endorsement below. In consideration of such payment and in accordance with the request of the Beneficiary, the Trustee reconveys to the person or persons entitled thereto all the right, title, interest and claim acquired by the Trustee pursuant to the Deed of Trust in the following:

The East 70 feet of Lot 6, Block 5, Blair's Addition to the City of Fremont, in Dodge County, Nebraska.

Dated: _____

By: _____
Michael T. Brogan, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF MADISON)

The foregoing instrument was acknowledged before me on _____ by Michael T. Brogan, as Trustee.

Witness my hand and seal:

Notary Public

REQUEST FOR RECONVEYANCE

The Beneficiary requests the Trustee to reconvey the real estate described above to the person or persons entitled thereto.

By: _____
Joey Spellerberg, Mayor
City of Fremont, Beneficiary

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on _____ by Joey Spellerberg, Mayor, on behalf of the City of Fremont as Beneficiary.

Witness my hand and seal:

Notary Public

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer McDuffee – Director of Human Resources

DATE: July 27, 2021

SUBJECT: Employee Assistance Program Renewal

Recommendation: Authorize staff to sign the BestCare EAP renewal document.
--

Background: BestCare EAP is the City of Fremont's Employee Assistance Provider. Through BestCare, we are able to offer our employees and their eligible family members immediate, confidential and free access to professional counselors who can assist with a variety of work and personal issues. The City is also able to offer a wide range of onsite and web-based training for employees as part of our contract. We also have access to additional training, onsite support, and various other services as a member organization.

This has been a valuable resource for our employees and their families to be able to access help, as our utilization rates continue to be well above average.

Fiscal Impact: Budgeted Expense.

Best Care EAP Services Renewal

Effective Date: August 1, 2021



City of Fremont

This renewal amends the most current Agreement between Nebraska Methodist Health System, Inc., d/b/a Best Care Employee Assistance Program, and City of Fremont.

Total Eligible Employee Headcount for upcoming year: 313

Classifications of Eligible Employees:

<input checked="" type="checkbox"/> Full-time	<input type="checkbox"/> Temp/On-call/Adjunct	<input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Part-time		<input type="checkbox"/> Other _____

Employee Locations Listing: Please update the attached document with your employee counts by location to ensure that we have adequate provider coverage.

Renewal Options (please initial your renewal choice):

Choice	Length of Agreement	Per Employee per Year
X	1 year	\$20.35
	2 year*	\$20.25

If you are interested in enhancing your service package, please initial your choices below:

Additional Services:	Add Service:	Need more information:
Upgrading current service package with additional counseling sessions or onsite service hours. (Critical incident response and/or training)		
Enhanced Legal & Financial Services (\$1 pepy; minimum of \$100 per year)		
Enhanced Dependent Care Information & Referral (\$1 pepy; minimum of \$100 per year)		
Enhanced ID Theft/Protection		
Best Care Leadership Academy/Bootcamp sessions		
Leadership/Management/Executive Coaching		
Executive Counseling		
Alcohol/Drug Use Assessments (SAP and SAE Services available)		
Grant-writing assistance for training initiatives (State of Nebraska only)		
Winning Workplace-Organizational Development Strategies		
Best Care EAP-led Communication Strategy Meetings		

*Early Termination of Multiple Year Renewal Options

If this Agreement is terminated by employer at the end of an annual term, but prior to the end date of the Agreement, Employer shall make a termination payment to Best Care EAP of ten percent (10%) of the total fees for the full term of the Agreement. For example, a four year agreement is terminated after year two = \$4-year fee X number of covered employees X 4 years X 10% = termination payment.

Authorized Employer EAP Coordinator

Date

Please return this completed form and the updated Location Listing to April.Epley@BestCareEAP.org by July 1, 2021.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: July 27, 2021

SUBJECT: Liquor License Manager, Krystal M. Carter, at Casey's Retail Company

Recommendation: Move to approve Resolution 2021-102

Background: Casey's Retail Company has requested a change to their liquor license manager, which per state law, the City provides a recommendation.

Fiscal Impact: none

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED

JUN 28 2021

**NEBRASKA LIQUOR
CONTROL COMMISSION**

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from [Secretary of State website](#)
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: CASEY'S RETAIL COMPANY

Premise information

Liquor License Number: 107243 Class Type (if new application leave blank)

Premise Trade Name/DBA: CASEY'S GENERAL STORE 2090

Premise Street Address: 2090 821 S BROAD ST

City: FREMONT County: RED WILLOW Zip Code: 690013529

Premise Phone Number: 3083455476

Premise Email address: MIKAEL.LAGE@CASEYS.COM

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

Julia T. Pockowski

CASEY'S RETAIL COMPANY SECRETARY/OFFICER

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)



2100007223

0460
0049

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
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MUST BE:

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- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: CASEY'S RETAIL COMPANY

Premise information

Liquor License Number: 121546 Class Type (if new application leave blank)

Premise Trade Name/DBA: CASEY'S GENERAL STORE 1737

Premise Street Address: 401 W 23RD ST

City: FREMONT County: DODGE Zip Code: 680252548

Premise Phone Number: 4027271353

Premise Email address: MIKAEL.LAGE@CASEYS.COM

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

Julia T. Polkowski

CASEY'S RETAIL COMPANY SECRETARY/OFFICER

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)



2100007204

6466
0019

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED

JUN 28 2021

**NEBRASKA LIQUOR
CONTROL COMMISSION**

**FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE
PROCESSED**

MANAGER MUST:

- Complete all sections of the application. Be sure it is signed by a member or corporate officer. corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who will not participate in the business, spouse must:

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who will participate in the business, the spouse must:

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required

BARCODE

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: CARTER First Name: KRYSTAL MI: M
Home Address: 1616 NW 54th Ct.
City: Lincoln County: Lancaster Zip Code: 68528
Home Phone Number: 515-782-2301
Driver's License Number & State: [REDACTED]
Social Security Number: [REDACTED]
Date Of Birth: [REDACTED] Place Of Birth: Lincoln Nebraska
Email address: KRYSTAL.CARTER@CASEYS.COM

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

☐ YES

☒ NO

Spouse's information

Spouses Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____
Driver's License Number & State: _____
Date Of Birth: _____ Place Of Birth: _____

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Palmyra, Ne.	2017	2018			
Bennet, Ne.	2011	2017			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2009	2021	Casey's General Stores	Dave Johnson	605-370-4654
2008	2009	Picture Me Portraits	No longer in business	N/A

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☒ YES ☐ NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Krystal Carter	Jan 2021	Lincoln Ne	SPD 11-15 MPH	Paid Citation

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

☐ YES ☒ NO

IF YES, list the name of the premise(s):

CASEY'S GENERAL STORES - MULTIPLE NEBRASKA STORES- PLEASE SEE LIST

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

☒ YES ☐ NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: 6/22/2021 Name on Certificate: Krystal Marie Carter

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
KRYSTAL MARIE CARTER	6/22/2021	RBST

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Krystal Carter Region Director	Aug 2009	Casey's General Stores Nebraska Locations

5. Have you enclosed form 147 regarding fingerprints?

☒ YES

☐ NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.



Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of

Lancaster

The foregoing instrument was acknowledged before me this

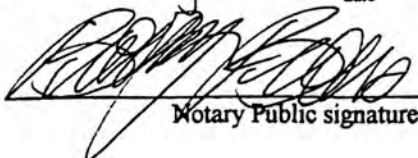
24th day of June, 2021

date

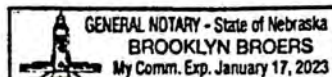
by

Krystal M. Carter

NAME OF PERSON BEING ACKNOWLEDGED


Notary Public signature

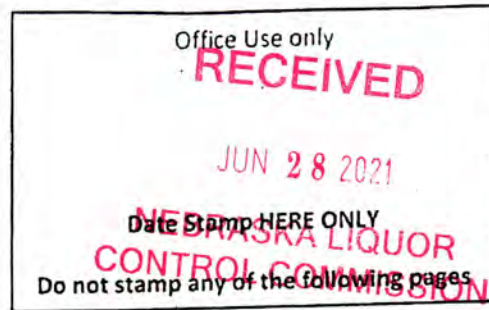
Affix Seal



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

******Please Submit this form with your completed application to the Liquor Control Commission******

Trade Name CASEY'S RETAIL COMPANY

Name of Person Being Fingerprinted: KRYSTAL CARTER

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 6/21/2021

Location where fingerprints were taken: NEBRASKA STATE PATROL 3800 NW 12TH
LINCOLN NE.

How was payment made to NSP?

☒ NSP PAYPORT ☐ CASH ☐ CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES ☐

Kris Carter
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



Precinct: 01F03

Polling Place: **Party:** [REDACTED]

Air Park West Rec. Center

3720 NW 46th St

Lincoln

Legislative District 21

County Commissioner DIST 02

Lincoln City Council DIST 04

Lower Platte South NRD SubD 1

Lincoln Public Schools

LPS School Board DIST 03

Southeast Com College Dist 4

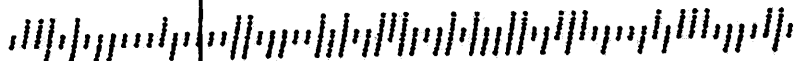
Lancaster County, State of Nebraska

1985488

Krystal M Carter

1616 NW 54th Ct

Lincoln, NE 68528





[Back to Lookup](#) / [Registrant Detail](#)

Krystal M Carter

Political Party



Precinct

01F03

Election Details

05/04/2021 City of Lincoln-General

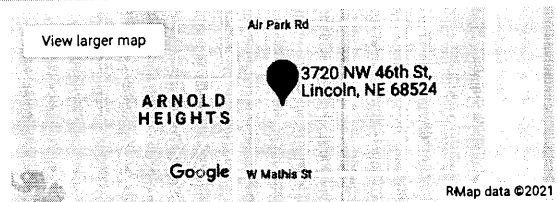


We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

Polling Location

Air Park West Rec. Center

📍 3720 NW 46th St Lincoln, NE 68524
(Enter South Door)



Ballot Styles

01F03 Style 2

Districts

Show ▼

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Certificate of Achievement

- for those who serve or sell alcohol in Nebraska

KRYSTAL MARIE CARTER
holds a

State Alcohol certificate


Permit # RB-0139660

Permit Expires: 06-22-2024 Amount Paid: \$



Responsible Beverage Service Training
N E B R A S K A



General	Credential	Number	Earned	Expires
Krystal Marie Carter 230 monroe st Bennet NE 68317	STATE ALCOHOL	RB-0139660	06-22-2021	06-22-2024
fbst	Nebraska	Wallet	Card	

RESOLUTION NO. 2021-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA CONSIDERING APPLICATIONS FOR NEW LIQUOR LICENSE MANAGER OF KRYSTAL M. CARTER FOR TWO LOCATIONS: CASEY'S RETAIL COMPANY, DBA CASEY'S GENERAL STORE 2090, 821 S. BROAD STREET, FREMONT, NEBRASKA & CASEY'S RETAIL COMPANY, DBA CASEY'S GENERAL STORE 1737, 401 W. 23RD STREET FREMONT, NEBRASKA.

WHEREAS, an application was filed by Krystal M. Carter for: Casey's Retail Company, dba Casey's General Store 2090, 821 S. Broad Street, Fremont, NE & Casey's Retail Company, dba Casey's General Store 1737, 401 W. 23rd Street, Fremont, NE for a new liquor license manager, and,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA, that:

The City of Fremont hereby recommends approval of the above identified manager application.

PASSED AND APPROVED THIS 27th DAY OF JULY, 2021.

Joey Spellerberg, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Lottie Mitchell, Grant Coordinator/Executive Assistant
DATE: July 27, 2021
SUBJECT: Service/Consultant Agreement for General Administration for 20-EMCV-003.

Recommendation: Approve Resolution 2021-103 to authorize Mayor to sign Northeast Nebraska Economic Development District Service/Consultant agreement for General Administration for CDBG 20-EMCV-003 in the amount of \$25,000.

Background: On July 13, 2021, the City of Fremont received notification from the Nebraska Department of Economic Development (DED) that \$485,000 has been awarded to the City on behalf of Care Corps, Inc. dba LifeHouse (LifeHouse) for the CDBG 20-EMCV-003 program.

CDBG 20-EMCV-003 will provide \$450,000 for LifeHouse to remodel the food pantry located at 549 N H Street. Other grant funded project costs include \$10,000 for construction management and \$25,000 for general administration. Local matching funds are not a requirement of the grant contract but will be provided by LifeHouse as the cost of project exceeds \$450,000. The total project costs are estimated at \$800,000.

Remaining items to come before Council for this grant include the Agreement between the City and LifeHouse detailing which entity is responsible for which components of the grant as well as the Construction Management Agreement with NENEDD.

Fiscal Impact: There is no fiscal impact to the City. The grant administration in the amount of \$25,000 is covered by grant funds and LifeHouse will provide the remaining project costs (matching funds).

NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT SERVICE/CONSULTANT AGREEMENT FOR GENERAL ADMINISTRATION

THIS AGREEMENT made and entered into by and between the City of Fremont, Nebraska, hereinafter referred to as the "Community" and the Northeast Nebraska Economic Development District, hereinafter referred to as the Consultant.

WITNESSES THAT:

WHEREAS, the Community and the Consultant are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (DED) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State CDBG Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the Community, as part of its 2020 CDBG grant agreement with the Department, under contract number 20-EMCV-003 has been awarded CDBG funds for the purposes set forth herein, and **WHEREAS**, the City of Fremont, for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the Community's approved CDBG program, and

WHEREAS, it would be beneficial to the Community to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived there from, the parties hereto agree as follows:

1. Services to be Provided by the Parties

- a. The Consultant shall complete in a satisfactory and proper manner as determined by the Community the work activities described in the Scope of Work (Attachment #1 to the contract).
- b. The Community will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance

The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be the date of the Certificate of Completion letter from DED.

3. Consideration

1. The Community shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the Community exceed the sum of \$25,000. Reimbursement under this contract shall be based on monthly billings, supported by appropriate documentation and billed at the current board approved hourly rate see Exhibit #1.

- . It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

Should the project scope be expanded, additional fees shall be negotiated for the additional basic services needed. The additional services shall be provided as authorized by the Community with compensation as a negotiated lump sum fee determined at the time of authorization.

It is also understood that this contract is funded in whole or in part with CDBG funds through the State of Nebraska CDBG Program as administered by DED and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

4. Record Maintenance, Record Retention & Access to Records

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR {200.300-345 and any such procedures that the Community or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Community for a period of ten years after the final audit of the Community's CDBG project, unless a longer period is required to resolve audit findings or litigation.

The Community, DED and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

5. Relationship

The relationship of the Consultant to the Community shall be that of an independent Consultant rendering professional services. The consultant shall have no authority to execute contracts or to make commitments on behalf of the Community and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Community and the Consultant.

6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the Community may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. **Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the Community may suspend the contract pending corrective actions or investigate effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the Community and is able to substantiate its full compliance with these terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;
 - 1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
 - 2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
 - 3) In the event all or any portion of work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the Community shall pay the Consultant for

work performed to the satisfaction of the Community, in accordance with the percentage of the work completed.

b. **Termination for Cause:** If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:

- 1) The lack of compliance with the provisions of this contract are of such scope and nature that the Community deems continuation of the contract to be substantially detrimental to the interests of the Community.
- 2) The consultant has failed to take satisfactory action as directed by the Community or its authorized representative within the time specified by same.
- 3) The consultant has failed within the time specified by the Community or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract;

then, the Community may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

c. **Termination for Other Grounds:** This contract may also be terminated in whole or in part:

- 1) By the Community, with the consent of the Consultant, or by the Consultant with the consent of the Community, in which case the two parties shall devise by mutual agreement, the conditions of termination in part, that portion to be terminated.
- 2) If the funds allocated by the Community via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- 3) In the event the Community fails to pay the Consultant promptly or within 60 days after invoices are rendered, the Community agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the Community shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- 4) The Community may terminate this contract at any time giving at least 10 days' notice in writing to the Consultant. If the contract is terminated for convenience of the Community as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The Community may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the Community and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the Community.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the Community. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

9. Assignability

The Consultant shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the Community thereto; provided, however, that claims for money by the Consultant from the Community under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Community.

10. Reports and Information

The Consultant, at such times and in such forms as the Community may require, shall furnish the Community such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Community.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance with Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the Community harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract and from failure to comply with any condition or term of this contract.

14. Title VI of the Civil Rights Act of 1964

The law provides that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974

The law provides that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development through the State of Nebraska's CDBG Program as administered by DED and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

17. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et.seq.)

The law provides that no person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

18. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)

The law provides that no otherwise qualified individual will, solely by reason of his other handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

19. Executive Order 11246, As Amended

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

20. Conflict of Interest (2CFR200.318)

No officer, employee or agent of the Consultant who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exception may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by DED.

21. Audits and Inspections

The Community, DED, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the Community, DED, the State Auditor and HUD.

22. Hold Harmless

The Consultant agrees to indemnify and hold harmless the Community, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the Community, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

23. Governing Law

This agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of, or relating to this agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

This agreement contains all terms and conditions agreed to by the Community and the Consultant. The attachment(s) to this agreement are identified as follows:

ATTACHMENT #1

SCOPE OF WORK AND FEES for Fremont, Nebraska consisting of 2 pages.

WITNESS WHEREOF, the Community and the Consultant have executed this contract agreement as of the date and year last written below.

COMMUNITY

BY _____

TITLE Mayor

DATE _____

CONSULTANT

BY  _____

TITLE Executive Director

DATE 7/16/2021

APPROVED as to legal form:

Community Attorney

BY _____

DATE _____


ATTACHMENT 1
GENERAL ADMINISTRATION SCOPE OF WORK

The duties and responsibilities of the Certified Administrator under this scope of work include following:

- a) Ensure that the Grantee meets the requirements of all statutes, state rules, and federal regulations relevant to the project.
- b) Prepare special condition documents as outlined in the grant contract within the time frame stated in the grant contract in order to receive Release of Funds letter.
- c) Conduct an environmental review in accordance with the National Environmental Policy Act of 1969 over the course of the project.
- d) Ensure that the Grantee meets all federal and state requirements when procuring for professional services and construction services. This includes making sure that all required CDBG clauses are included within the contracts.
- e) Ensure that the Grantee has a solid understanding of the financial management requirements associated with the CDBG grant and that the Grantee has an appropriate financial management system in place.
- f) Provide for the accounting of funds and preparation of drawdowns.
- g) Prepare a master filing systems in accordance with state and federal regulations.
- h) Monitor all Davis Bacon labor standards over the course of the project (*if applicable*).
- i) Monitor all job creation requirements over the course of the project (*if applicable*).
- j) Ensure that all acquisition laws are followed over the course of the project (*if applicable*).
- k) Ensure that all relocation laws are followed over the course of the project (*if applicable*).
- l) Prepare and submit all reporting requirement to DED by deadlines.
- m) Prepare and submit all close out reporting requirement to DED by deadlines.
- n) Ensure that any and all monitoring issues are addressed and completed for grant closeout.
- o) NENEDD ensures that the NDO (through the NENEDD/NED, Inc. Management Contract) is responsible for pursuing loan collection if necessary as out lined in section 4.03 of the MOU. (*if applicable*).
- p) NENEDD ensures that the NDO (through the NENEDD/NED, Inc. Management Contract) is responsible for adhering to all CDBG statutory and regulatory requirements (*if applicable*).

EXHIBIT #1

As of January 1, 2021, the new hourly billing rate is \$75 per hour as approved by the Board of Directors on December 16, 2020. Below is an excerpt of those meeting minutes.

BY: 
TITLE Board Chairman
DATE December 16, 2020

D. Consideration to approve a billing rate increase. NENEDD Executive Director Thomas L. Higginbotham Jr. presented. NENEDD has been charging \$60 per hour for approximately the past 10 years. As operating costs continue to increase on an annual basis, staff has determined that it is time to raise the rate to \$75 per hour for member communities and \$125 per hour for non-member communities. Staff obtained the billing rates from the other economic development districts for a comparison and the considered rate increase is in line with what the other districts are charging. Charlie Bahr made a motion to approve a billing rate increase. Gary Jackson seconded that motion. **AYES:** Gary Jackson, Judy Mutzenberger, Loren Kucera, Dan Kathol, Glen Ellis, Tina Biteghe Bi Ndong, Charlie Bahr, and Carl Pearson. **NAYS:** None. **ABSENT:** Troy Uhlir. Motion carried.



RESOLUTION NO. 2021-103

A RESOLUTION AUTHORIZING THE EXECUTION OF A SERVICE/CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NENEDD) FOR THE GENERAL ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT 20-EMCV-003 IN THE AMOUNT OF \$25,000.

WHEREAS, The City of Fremont applied for grant funding on behalf of Care Corps' Inc., dba LifeHouse to remodel their food pantry located 549 N H Street; and,

WHEREAS, the grant application was approved; and,

WHEREAS, the City of Fremont wishes to enter into a Service/Consultant Agreement with NENEDD for the general administration of Community Development Block Grant 20-EMCV-003.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Fremont, Nebraska, that the City is authorized to enter into a Service/Consultant Agreement with NENEDD for the general administration of Community Development Block Grant 20-EMCV-003 in the amount of \$25,000, that the terms and conditions, as contained in the Agreement with NENEDD, are hereby approved, and that the Mayor is hereby authorized to execute said Agreement.

PASSED AND APPROVED THIS 27th DAY OF JULY, 2021.

Joey Spellerberg, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Lottie Mitchell, Grant Coordinator/Executive Assistant
DATE: July 27, 2021
SUBJECT: Service/Consultant Agreement for General Administration for 20-EMCV-004.

Recommendation: Approve Resolution 2021-104 to authorize Mayor to sign Northeast Nebraska Economic Development District Service/Consultant agreement for General Administration for CDBG 20-EMCV-004 in the amount of \$25,000.

Background: On July 13, 2021, the City of Fremont received notification from the Nebraska Department of Economic Development (DED) that \$485,000 has been awarded to the City on behalf of Care Corps, Inc. dba LifeHouse (LifeHouse) for the CDBG 20-EMCV-004 program.

CDBG 20-EMCV-004 will provide \$450,000 for LifeHouse to remodel the emergency homeless shelter located at 723 N Broad Street. Other grant funded project costs include \$10,000 for construction management and \$25,000 for general administration. Local matching funds are not a requirement of the grant contract but will be provided by LifeHouse as the cost of the project exceeds \$450,000. The total project costs are estimated at \$550,000.

Remaining items to come before Council for this grant include the Agreement between the City and LifeHouse detailing which entity is responsible for which components of the grant as well as the Construction Management Agreement with NENEDD.

Fiscal Impact: There is no fiscal impact to the City. The grant administration in the amount of \$25,000 is covered by grant funds and LifeHouse will provide the remaining project costs (matching funds).

NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT SERVICE/CONSULTANT AGREEMENT FOR GENERAL ADMINISTRATION

THIS AGREEMENT made and entered into by and between the City of Fremont, Nebraska, hereinafter referred to as the "Community" and the Northeast Nebraska Economic Development District, hereinafter referred to as the Consultant.

WITNESSES THAT:

WHEREAS, the Community and the Consultant are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (DED) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State CDBG Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the Community, as part of its 2020 CDBG grant agreement with the Department, under contract number 20-EMCV-004 has been awarded CDBG funds for the purposes set forth herein, and **WHEREAS**, the City of Fremont for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the Community's approved CDBG program, and

WHEREAS, it would be beneficial to the Community to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived there from, the parties hereto agree as follows:

1. Services to be Provided by the Parties

- a. The Consultant shall complete in a satisfactory and proper manner as determined by the Community the work activities described in the Scope of Work (Attachment #1 to the contract).
- b. The Community will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance

The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be the date of the Certificate of Completion letter from DED.

3. Consideration

1. The Community shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the Community exceed the sum of \$25,000. Reimbursement under this contract shall be based on monthly billings, supported by appropriate documentation and billed at the current board approved hourly rate see Exhibit #1.

- . It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

Should the project scope be expanded, additional fees shall be negotiated for the additional basic services needed. The additional services shall be provided as authorized by the Community with compensation as a negotiated lump sum fee determined at the time of authorization.

It is also understood that this contract is funded in whole or in part with CDBG funds through the State of Nebraska CDBG Program as administered by DED and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

4. Record Maintenance, Record Retention & Access to Records

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR {200.300-345 and any such procedures that the Community or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Community for a period of ten years after the final audit of the Community's CDBG project, unless a longer period is required to resolve audit findings or litigation.

The Community, DED and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

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The relationship of the Consultant to the Community shall be that of an independent Consultant rendering professional services. The consultant shall have no authority to execute contracts or to make commitments on behalf of the Community and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Community and the Consultant.

6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the Community may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. **Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the Community may suspend the contract pending corrective actions or investigate effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the Community and is able to substantiate its full compliance with these terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;
 - 1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
 - 2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
 - 3) In the event all or any portion of work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the Community shall pay the Consultant for

work performed to the satisfaction of the Community, in accordance with the percentage of the work completed.

b. **Termination for Cause:** If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:

- 1) The lack of compliance with the provisions of this contract are of such scope and nature that the Community deems continuation of the contract to be substantially detrimental to the interests of the Community.
- 2) The consultant has failed to take satisfactory action as directed by the Community or its authorized representative within the time specified by same.
- 3) The consultant has failed within the time specified by the Community or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract;

then, the Community may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

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- 1) By the Community, with the consent of the Consultant, or by the Consultant with the consent of the Community, in which case the two parties shall devise by mutual agreement, the conditions of termination in part, that portion to be terminated.
- 2) If the funds allocated by the Community via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- 3) In the event the Community fails to pay the Consultant promptly or within 60 days after invoices are rendered, the Community agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the Community shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- 4) The Community may terminate this contract at any time giving at least 10 days' notice in writing to the Consultant. If the contract is terminated for convenience of the Community as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The Community may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the Community and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the Community.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the Community. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

9. Assignability

The Consultant shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the Community thereto; provided, however, that claims for money by the Consultant from the Community under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Community.

10. Reports and Information

The Consultant, at such times and in such forms as the Community may require, shall furnish the Community such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Community.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance with Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the Community harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract and from failure to comply with any condition or term of this contract.

14. Title VI of the Civil Rights Act of 1964

The law provides that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974

The law provides that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development through the State of Nebraska's CDBG Program as administered by DED and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

17. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et.seq.)

The law provides that no person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

18. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)

The law provides that no otherwise qualified individual will, solely by reason of his other handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

19. Executive Order 11246, As Amended

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

20. Conflict of Interest (2CFR200.318)

No officer, employee or agent of the Consultant who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exception may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by DED.

21. Audits and Inspections

The Community, DED, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the Community, DED, the State Auditor and HUD.

22. Hold Harmless

The Consultant agrees to indemnify and hold harmless the Community, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the Community, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

23. Governing Law

This agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of, or relating to this agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

This agreement contains all terms and conditions agreed to by the Community and the Consultant. The attachment(s) to this agreement are identified as follows:

ATTACHMENT #1

SCOPE OF WORK AND FEES for Fremont, Nebraska consisting of 2 pages.

WITNESS WHEREOF, the Community and the Consultant have executed this contract agreement as of the date and year last written below.

COMMUNITY

BY _____

TITLE Mayor

DATE _____

CONSULTANT

BY  _____

TITLE Executive Director

DATE 7/16/2021

APPROVED as to legal form:

Community Attorney

BY _____

DATE _____


ATTACHMENT 1
GENERAL ADMINISTRATION SCOPE OF WORK

The duties and responsibilities of the Certified Administrator under this scope of work include following:

- a) Ensure that the Grantee meets the requirements of all statutes, state rules, and federal regulations relevant to the project.
- b) Prepare special condition documents as outlined in the grant contract within the time frame stated in the grant contract in order to receive Release of Funds letter.
- c) Conduct an environmental review in accordance with the National Environmental Policy Act of 1969 over the course of the project.
- d) Ensure that the Grantee meets all federal and state requirements when procuring for professional services and construction services. This includes making sure that all required CDBG clauses are included within the contracts.
- e) Ensure that the Grantee has a solid understanding of the financial management requirements associated with the CDBG grant and that the Grantee has an appropriate financial management system in place.
- f) Provide for the accounting of funds and preparation of drawdowns.
- g) Prepare a master filing systems in accordance with state and federal regulations.
- h) Monitor all Davis Bacon labor standards over the course of the project (*if applicable*).
- i) Monitor all job creation requirements over the course of the project (*if applicable*).
- j) Ensure that all acquisition laws are followed over the course of the project (*if applicable*).
- k) Ensure that all relocation laws are followed over the course of the project (*if applicable*).
- l) Prepare and submit all reporting requirement to DED by deadlines.
- m) Prepare and submit all close out reporting requirement to DED by deadlines.
- n) Ensure that any and all monitoring issues are addressed and completed for grant closeout.
- o) NENEDD ensures that the NDO (through the NENEDD/NED, Inc. Management Contract) is responsible for pursuing loan collection if necessary as out lined in section 4.03 of the MOU. (*if applicable*).
- p) NENEDD ensures that the NDO (through the NENEDD/NED, Inc. Management Contract) is responsible for adhering to all CDBG statutory and regulatory requirements (*if applicable*).

EXHIBIT #1

As of January 1, 2021, the new hourly billing rate is \$75 per hour as approved by the Board of Directors on December 16, 2020. Below is an excerpt of those meeting minutes.

BY: 
TITLE Board Chairman
DATE December 16, 2020

D. Consideration to approve a billing rate increase. NENEDD Executive Director Thomas L. Higginbotham Jr. presented. NENEDD has been charging \$60 per hour for approximately the past 10 years. As operating costs continue to increase on an annual basis, staff has determined that it is time to raise the rate to \$75 per hour for member communities and \$125 per hour for non-member communities. Staff obtained the billing rates from the other economic development districts for a comparison and the considered rate increase is in line with what the other districts are charging. Charlie Bahr made a motion to approve a billing rate increase. Gary Jackson seconded that motion. **AYES:** Gary Jackson, Judy Mutzenberger, Loren Kucera, Dan Kathol, Glen Ellis, Tina Biteghe Bi Ndong, Charlie Bahr, and Carl Pearson. **NAYS:** None. **ABSENT:** Troy Uhlir. Motion carried.



RESOLUTION NO. 2021-104

A RESOLUTION AUTHORIZING THE EXECUTION OF A SERVICE/CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NENEDD) FOR THE GENERAL ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT 20-EMCV-004 IN THE AMOUNT OF \$25,000.

WHEREAS, The City of Fremont applied for grant funding on behalf of Care Corps' Inc., dba LifeHouse to remodel their emergency homeless shelter located 723 N Broad Street; and,

WHEREAS, the grant application was approved; and,

WHEREAS, the City of Fremont wishes to enter into a Service/Consultant Agreement with NENEDD for the general administration of Community Development Block Grant 20-EMCV-004.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Fremont, Nebraska, that the City is authorized to enter into a Service/Consultant Agreement with NENEDD for the general administration of Community Development Block Grant 20-EMCV-004 in the amount of \$25,000, that the terms and conditions, as contained in the Agreement with NENEDD, are hereby approved, and that the Mayor is hereby authorized to execute said Agreement.

PASSED AND APPROVED THIS 27th DAY OF JULY, 2021.

Joey Spellerberg, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Lottie Mitchell, Grant Coordinator/Executive Assistant
DATE: July 27, 2021
SUBJECT: Service/Consultant Agreement for General Administration for 20-EMCV-006.

Recommendation: Approve Resolution 2021-105 to authorize Mayor to sign Northeast Nebraska Economic Development District Service/Consultant agreement for General Administration for CDBG 20-EMCV-006 in the amount of \$12,500.

Background: On July 13, 2021, the City of Fremont received notification from the Nebraska Department of Economic Development (DED) that \$485,000 has been awarded to the City on behalf of Care Corps, Inc. dba LifeHouse (LifeHouse) for the CDBG 20-EMCV-006 program.

CDBG 20-EMCV-006 will provide \$450,000 for LifeHouse to procure food for their food security programs. Other grant funded project costs include \$12,500 for general administration. Local matching funds are not a requirement of the grant contract but will be provided by LifeHouse as the cost of the project exceeds \$450,000. The total project costs are estimated at \$675,582.

The remaining item to come before Council for this grant includes the Agreement between the City and LifeHouse detailing which entity is responsible for which components of the grant.

Fiscal Impact: There is no fiscal impact to the City. The grant administration in the amount of \$12,500 is covered by grant funds and LifeHouse will provide the remaining project costs (matching funds).

NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT SERVICE/CONSULTANT AGREEMENT FOR GENERAL ADMINISTRATION

THIS AGREEMENT made and entered into by and between the City of Fremont, Nebraska, hereinafter referred to as the "Community" and the Northeast Nebraska Economic Development District, hereinafter referred to as the Consultant.

WITNESSES THAT:

WHEREAS, the Community and the Consultant are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (DED) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State CDBG Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the Community, as part of its 2020 CDBG grant agreement with the Department, under contract number 20-EMCV-006 has been awarded CDBG funds for the purposes set forth herein, and **WHEREAS**, the City of Fremont, for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the Community's approved CDBG program, and

WHEREAS, it would be beneficial to the Community to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived there from, the parties hereto agree as follows:

1. Services to be Provided by the Parties

- a. The Consultant shall complete in a satisfactory and proper manner as determined by the Community the work activities described in the Scope of Work (Attachment #1 to the contract).
- b. The Community will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance

The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be the date of the Certificate of Completion letter from DED.

3. Consideration

1. The Community shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the Community exceed the sum of \$12,500. Reimbursement under this contract shall be based on monthly billings, supported by appropriate documentation and billed at the current board approved hourly rate see Exhibit #1.

- . It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

Should the project scope be expanded, additional fees shall be negotiated for the additional basic services needed. The additional services shall be provided as authorized by the Community with compensation as a negotiated lump sum fee determined at the time of authorization.

It is also understood that this contract is funded in whole or in part with CDBG funds through the State of Nebraska CDBG Program as administered by DED and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

4. Record Maintenance, Record Retention & Access to Records

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR {200.300-345 and any such procedures that the Community or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Community for a period of ten years after the final audit of the Community's CDBG project, unless a longer period is required to resolve audit findings or litigation.

The Community, DED and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

5. Relationship

The relationship of the Consultant to the Community shall be that of an independent Consultant rendering professional services. The consultant shall have no authority to execute contracts or to make commitments on behalf of the Community and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Community and the Consultant.

6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the Community may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. **Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the Community may suspend the contract pending corrective actions or investigate effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the Community and is able to substantiate its full compliance with these terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;
 - 1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
 - 2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
 - 3) In the event all or any portion of work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the Community shall pay the Consultant for

work performed to the satisfaction of the Community, in accordance with the percentage of the work completed.

b. **Termination for Cause:** If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:

- 1) The lack of compliance with the provisions of this contract are of such scope and nature that the Community deems continuation of the contract to be substantially detrimental to the interests of the Community.
- 2) The consultant has failed to take satisfactory action as directed by the Community or its authorized representative within the time specified by same.
- 3) The consultant has failed within the time specified by the Community or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract;

then, the Community may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

c. **Termination for Other Grounds:** This contract may also be terminated in whole or in part:

- 1) By the Community, with the consent of the Consultant, or by the Consultant with the consent of the Community, in which case the two parties shall devise by mutual agreement, the conditions of termination in part, that portion to be terminated.
- 2) If the funds allocated by the Community via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- 3) In the event the Community fails to pay the Consultant promptly or within 60 days after invoices are rendered, the Community agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the Community shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
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The Community may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the Community and the Consultant shall be incorporated in written amendments to this contract.

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The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the Community.

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The Consultant, at such times and in such forms as the Community may require, shall furnish the Community such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

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- b. The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
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COMMUNITY

BY _____

TITLE Mayor

DATE _____

CONSULTANT

BY  _____

TITLE Executive Director

DATE 7/16/2021

APPROVED as to legal form:

Community Attorney

BY _____

DATE _____


ATTACHMENT 1
GENERAL ADMINISTRATION SCOPE OF WORK

The duties and responsibilities of the Certified Administrator under this scope of work include following:

- a) Ensure that the Grantee meets the requirements of all statutes, state rules, and federal regulations relevant to the project.
- b) Prepare special condition documents as outlined in the grant contract within the time frame stated in the grant contract in order to receive Release of Funds letter.
- c) Conduct an environmental review in accordance with the National Environmental Policy Act of 1969 over the course of the project.
- d) Ensure that the Grantee meets all federal and state requirements when procuring for professional services and construction services. This includes making sure that all required CDBG clauses are included within the contracts.
- e) Ensure that the Grantee has a solid understanding of the financial management requirements associated with the CDBG grant and that the Grantee has an appropriate financial management system in place.
- f) Provide for the accounting of funds and preparation of drawdowns.
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- h) Monitor all Davis Bacon labor standards over the course of the project (*if applicable*).
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- n) Ensure that any and all monitoring issues are addressed and completed for grant closeout.
- o) NENEDD ensures that the NDO (through the NENEDD/NED, Inc. Management Contract) is responsible for pursuing loan collection if necessary as out lined in section 4.03 of the MOU. (*if applicable*).
- p) NENEDD ensures that the NDO (through the NENEDD/NED, Inc. Management Contract) is responsible for adhering to all CDBG statutory and regulatory requirements (*if applicable*).

EXHIBIT #1

As of January 1, 2021, the new hourly billing rate is \$75 per hour as approved by the Board of Directors on December 16, 2020. Below is an excerpt of those meeting minutes.

BY: 
TITLE Board Chairman
DATE December 16, 2020

D. Consideration to approve a billing rate increase. NENEDD Executive Director Thomas L. Higginbotham Jr. presented. NENEDD has been charging \$60 per hour for approximately the past 10 years. As operating costs continue to increase on an annual basis, staff has determined that it is time to raise the rate to \$75 per hour for member communities and \$125 per hour for non-member communities. Staff obtained the billing rates from the other economic development districts for a comparison and the considered rate increase is in line with what the other districts are charging. Charlie Bahr made a motion to approve a billing rate increase. Gary Jackson seconded that motion. **AYES:** Gary Jackson, Judy Mutzenberger, Loren Kucera, Dan Kathol, Glen Ellis, Tina Biteghe Bi Ndong, Charlie Bahr, and Carl Pearson. **NAYS:** None. **ABSENT:** Troy Uhlir. Motion carried.



RESOLUTION NO. 2021-105

A RESOLUTION AUTHORIZING THE EXECUTION OF A SERVICE/CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NENEDD) FOR THE GENERAL ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT 20-EMCV-006 IN THE AMOUNT OF \$12,500.

WHEREAS, The City of Fremont applied for grant funding on behalf of Care Corps' Inc., dba LifeHouse to procure food for their food security programs; and,

WHEREAS, the grant application was approved; and,

WHEREAS, the City of Fremont wishes to enter into a Service/Consultant Agreement with NENEDD for the general administration of Community Development Block Grant 20-EMCV-006.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Fremont, Nebraska, that the City is authorized to enter into a Service/Consultant Agreement with NENEDD for the general administration of Community Development Block Grant 20-EMCV-006 in the amount of \$12,500, that the terms and conditions, as contained in the Agreement with NENEDD, are hereby approved, and that the Mayor is hereby authorized to execute said Agreement.

PASSED AND APPROVED THIS 27th DAY OF JULY, 2021.

Joey Spellerberg, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: July 27, 2021

SUBJECT: Cement/Asphalt/Excavate Work License Application(s)

Recommendation: Motion to approve the Cement/Asphalt/Excavate worker license application(s) as presented subject to fulfillment of all licensing requirements

Background: Cement/Asphalt/Excavate workers are required to apply for their first license with the City Council as there is not an examination given. There is no need to reapply with the City Council as long as the applicant keeps their license in force every year. Licensed cement/asphalt/excavate workers have a 60-day grace period to renew their license after April 1st of every year.

<u>Business</u>	<u>Applicant</u>	<u>Type</u>
Drew's United Roofing and Siding	Clayton Andrew Chapman	Cement Work



LICENSE APPLICATION

Position	Fee	Bond	Term
FMC 10-322 Cement Work/Asphalt/Excavate	20.00	5,000.00	April 1st to April 1st of each year
FMC 10-315 House Mover	25.00	5,000.00	April 1st to April 1st of each year

TO THE FREMONT MAYOR AND COUNCIL:

The undersigned does hereby make application for license as Cement Work
License should be issued to Reuss United Laying and Siding Co
License shall be used by applicant as the sole owner of business, which will be conducted under the name of
Reuss United Laying Co at 5624 WilliamSt OMAHA NE 68106
(If applicant is not sole owner, set out the other owners: _____)

Applicant telephone number at place of business or where can be reached 402-250-9484

To enable the Mayor and Council to determine whether an applicant possesses the necessary qualifications to obtain said license, applicant, under oath does hereby state:

I have had 34 years of practical experience in this type of work at the following places (Cover the last five years)

Omaha, Norfolk, Council Bluffs

I have the following technical education:

I give you the following references: Don Lund at HDR/Builders Supply/Jim Brayman
Spec Building Materials Husker Drywall

Applicant agrees to comply with all licensing requirements should Council approve this application. Applicant agrees to comply with and is willing to be governed, in all respects, by the ordinances and laws now in effect or to be hereafter adopted by the City of Fremont.

IMPORTANT! After obtaining your license, please go to the 3rd floor of Municipal Building to obtain the rules and regulations concerning concrete work.

Dated July 20/21

Clifton Andrew Chapman
Signature

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: July 27, 2021

SUBJECT: Special Designated Licenses

Recommendation: Move to authorize City Clerk to sign Special Designated Licenses

Background: Events will be monitored for compliance with all rules and regulations.

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Burtonian Enterprizes LLC/Tin Lizzy Tavern

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

1682 East 23rd, Fremont Nebraska 68025

Retail Liquor License Address or Non-Profit Business Address

CK-88370

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

08/28/2021

Event Date(s):

Event Start Time(s):

6:00pm

Event End Time(s):

12:00am

Alternate Date:

Alternate Location Building & Address:

Event Building Name: Tin Lizzy Tavern

Event Street Address/City: 1682 East 23rd, Fremont Nebraska 68025

Indoor area to be licensed in length & width: ____ X ____

Outdoor area to be licensed in length & width: 30' X 20' (Diagram Form #109 must be attached)

Type of Event: Class Reunion **Estimate # of attendees:** 50

Type of alcohol to be served: Beer ☒ Wine ☒ Distilled Spirits ☒
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Tonnya Figueroa **Event Contact Phone Number:** 402-699-0449

Event Contact Email: tonnyafigueroa@yahoo.com

***Signature Authorized Representative:** Lauralee Neubauer **Printed Name** Lauralee Neubauer

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

***Retail licensee – Must be signed by a member listed on permanent license**

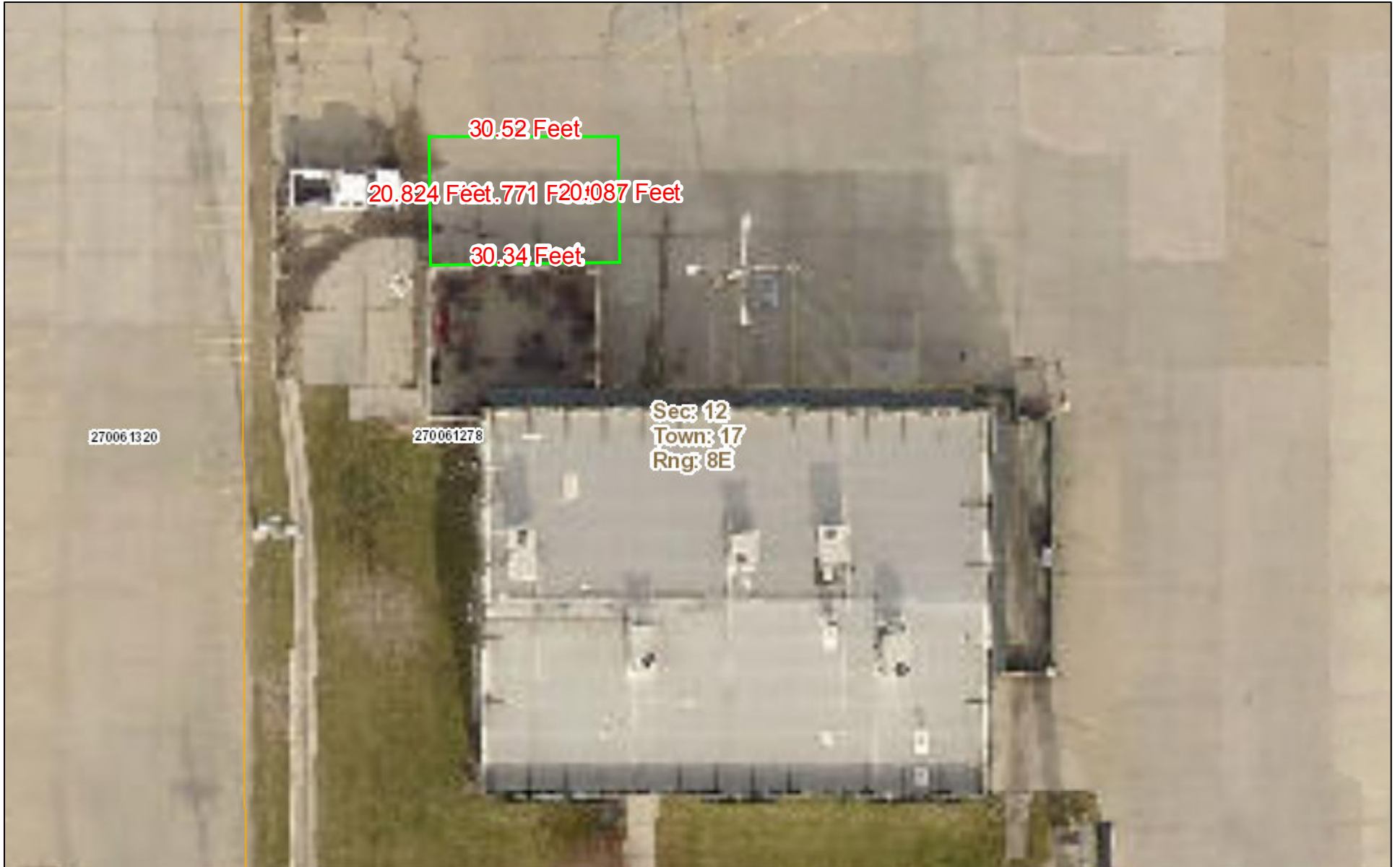
***Non-Profit Organization – Must be signed by a Corporate Officer**

Local Governing Body completes below:

The local governing body for the City/Village of _____ **OR** County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)



Local Governing Body Authorized Signature

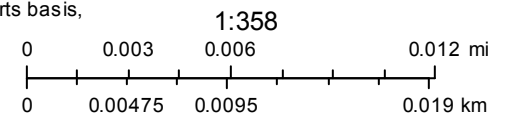
Date



July 23, 2021
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DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

-  Parcels
-  Sections



**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Burtonian Enterprizes LLC

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

1682 East 23rd Fremont, Nebraska 68025

Retail Liquor License Address or Non-Profit Business Address

CK-88370

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

08-13-2021

Event Date(s):

Event Start Time(s):

7:00PM

Event End Time(s):

12:00AM

Alternate Date:

Alternate Location Building & Address:

Event Building Name: Tin Lizzy Tavern

Event Street Address/City: 1682 East 23rd, Fremont Nebraska 68025

Indoor area to be licensed in length & width: ____ X ____

Outdoor area to be licensed in length & width: 50 X 150 (Diagram Form #109 must be attached)

Type of Event: Benefit **Estimate # of attendees:** 400

Type of alcohol to be served: Beer ☒ Wine ☐ Distilled Spirits ☒
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Tonnya Figueroa **Event Contact Phone Number:** 402-699-0449

Event Contact Email: tonnyafigueroa@yahoo.com

***Signature Authorized Representative:** Lauralee Neubauer **Printed Name** Lauralee Neubauer

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

***Retail licensee – Must be signed by a member listed on permanent license**

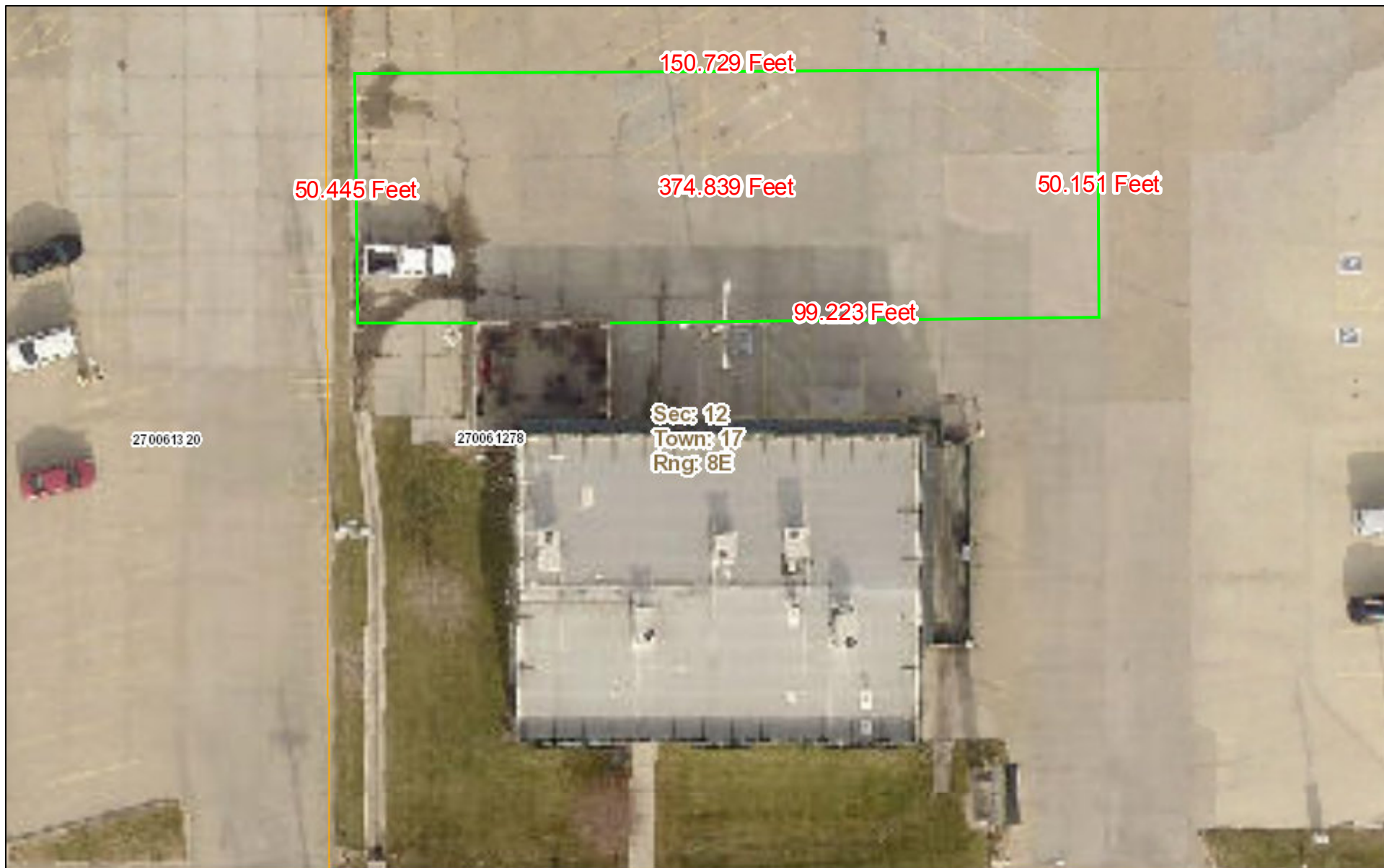
***Non-Profit Organization – Must be signed by a Corporate Officer**

Local Governing Body completes below:

The local governing body for the City/Village of _____ **OR** County of _____ approves
the issuance of a Special Designated License as requested above. (Only one should be written above)



Local Governing Body Authorized Signature

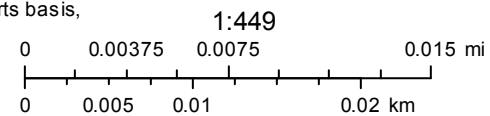
Date



July 23, 2021
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-  Parcels
-  Sections



STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Glen Ellis & Chief Elliott

DATE: 6/29/21

SUBJECT: Municipal Code changes to *Chapter 5, Article 4 – Parking; to ADD Sec. 5-424 – Parking Near Curbside Mailboxes*

Recommendation – Approve and Hold First Reading of the Ordinance 5578.

Request: Attached is an addition to the Fremont Municipal Code, Chapter 5, Article 4, Section 5; the change adds Sec. 5-424 regarding rules for parking around curbside mailboxes.

Background: The current code needs to be amended to add parking rules regarding access to curbside mailboxes.

Current:

Article 4. - PARKING

Secs. 5-424—5-426. - Reserved.

Proposed:

Article 4. - PARKING

Section 5-424. - Parking Near Curbside Mailboxes

No person shall park any vehicle within fifteen (15) feet of either side of a curbside mailbox to hamper access by a postal vehicle to any curbside mailbox.

Secs. 5-42~~5~~—5-426. - Reserved.

ORDINANCE NO. 5578

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, REPEALING AND REPLACING CHAPTER 4, ARTICLE 5 SECTION 5-424 OF THE FREMONT MUNICIPAL CODE AND ALL OTHER ORDINANCES OR PART OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, THAT CHAPTER 4, ARTICLE 5 OF THE FREMONT MUNICIPAL CODE IS AMENDED TO ADD THE SECTION 5-424 AS FOLLOWS:

SECTION I. DESCRIPTION OF ORDINANCE

CURRENT:

Article 4. – PARKING

Secs. 5-424—5-426. - Reserved.

PROPOSED:

Article 4. - PARKING

Section 5-424. - Parking Near Curbside Mailboxes

No person shall park any vehicle so close to any curbside mailbox that the vehicle hampers access of postal employees to any curbside mailbox.

Secs. 5-42~~5~~**5**—5-426. - Reserved.

Article 4. - PARKING

AS AMENDED:

Section 5-424. - Parking Near curbside Mailboxes

No person shall park any vehicle so close to any curbside mailbox that the vehicle hampers access of postal employees to any curbside mailbox.

Secs. 5-425—5-426. - Reserved.

SECTION II. REPEAL OF CONFLICTING ORDINANCES. This Ordinance of the City of Fremont, Nebraska, amends Chapter 5, Article 5 of the Fremont Municipal Code. Any other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION III. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, and publication according to law. This ordinance shall be published in pamphlet form on _____ and distributed as a City Ordinance. PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

Joey Spellerberg, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: July 27, 2021

SUBJECT: Appointment to Library Board

Recommendation: Motion to approve the recommendation of the Mayor to appoint Becky Pence to an unexpired term ending January 2024.
--

Background: Appointments to the Library Board are for four-year terms.

I have been a resident of Fremont my entire life. I attended Clarmar Elementary and graduated from FHS. I am a member of Stonebridge Church on Nye Street. I am one of the original founders of Catz Angels Rescue Effort and have always believed in finding ways to make our community better.

I have worked at Big Red for 19 years where we are a member of the Fremont Chamber. I believe in giving back to our community and support many different local businesses, charities, and fund raisers.

I would like to be on the library board because I am excited to see the future of our library. I have many childhood memories of the library and it is a critical part of our community. It is wonderful to see our library adjust to the many changes we are seeing as digital technology becomes more advanced.

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer McDuffee – Director of Human Resources

DATE: July 27, 2021

SUBJECT: Police Sergeant Appointment

Recommendation: Move to confirm appointment of Adam Macpherson as Police Sergeant per Mayor recommendation.

Background: Civil Service Commission provided qualified candidates to the Mayor.

Fiscal Impact: Budgeted Positions.



400 East Military Avenue, Fremont, NE 68025-5141

July 9, 2021

Honorable Mayor and City Council
City of Fremont
Fremont, NE 68025

Dear Mayor and City Council:

The Civil Service Commission certifies the following candidate is eligible for appointment to the Police Sergeant vacancy in the Fremont Police Department.

Jesse Headid
Adam Macpherson

Cedar Bluffs, NE
Omaha, NE

Relevant experience, education, and training were evaluated to assess the suitability of the applicants for the vacancy.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephen F. Tellatin", written over a horizontal line.

Stephen F Tellatin
Civil Service Commission



STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: July 27, 2021

SUBJECT: Appointments to Utility and Infrastructure Board

Recommendation: Motion to approve the recommendation of the Mayor to reappoint Michelle Wiese to a five-year term ending June 2026, and Jennifer Greunke to an unexpired term ending June 2025
--

Background: Appointments to the Utility and Infrastructure Board are for five-year terms.

1221 N Howard St
Fremont, NE 68025

July 14, 2021

To the members of the Fremont City Council:

It has been brought to my attention that there is an opening on the Utility and Infrastructure Board. After some research, I am excited to raise my hand to fill that position.

The Fremont area has been home for my entire life. From growing up on a farm in eastern Dodge County, to attending school in Arlington, and now working and living in Fremont since 2003.... Fremont is home. I have a strong interest in ensuring that the Fremont area is a place where people want to live, work and play.

I have participated and served on the following:

- Fremont Area Chamber of Commerce Executive Board of Directors
- Member and Chair of the Ag Business and Natural resource council
- UNL Dodge County Extension board member
- Fremont Leadership

I have been employed at Platte Valley Equipment since 2004 and am currently the Store Manager for the Fremont and Mead facilities. Prior to Platte Valley, I worked as a Grain Merchandiser for two local grain elevators. Interesting enough, I did work at the Lon D. Wright Power Plant part time, when my husband and I started our family with the birth of our daughter in 2000.

I would be honored if I were chosen to serve on the Utility and Infrastructure Board. I am committed to fill the remainder of Janet Larsen's term.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jennifer Greunke". The signature is fluid and cursive, with the first name "Jennifer" being more prominent than the last name "Greunke".

Jennifer Greunke

STAFF REPORT

TO: City Council

FROM: Don Simon, Chief Building Inspector/CFM

DATE: July 27, 2021

SUBJECT: Amend Chapter 9 of the Municipal Code to adopt the 2018 ICC Code Cycles as described.

Recommendation: Introduce and hold first reading of Ordinance 5579 amending Chapter 9 of the Municipal Code to adopt the 2018 International Code Council's codes. Consider request to suspend rules, hold final reading and approve Ordinance.

Background:

Review and Consider amendments to Chapter 9 of the Fremont Municipal Code relating to the 2018 International Code Council (ICC) series of code books with the 2018 International Building Code, 2018 International Residential Code, 2018 International Existing Building Code, 2018 Uniform Plumbing Code, 2018 Uniform Mechanical Code, 2018 International Fuel Gas Code, 2018 International Energy Conservation Code, and the 2018 International Property Maintenance Code.

1. Discuss significant changes to the IRC or other codes above

1.A Discuss 2-hour fire wall method in new code to what we have in ordinance now.

2. Consider new Drain Tile method

Additional items to ordinance:

- 3. All commercial plans must first be submitted to the State Fire Marshall prior to permitting and also checked with State Architect and Engineering for professional stamp requirements**
- 4. Add language to Licensing testing allowing plumbing and mechanical testing again.**
- 5. Discuss the 2018 International Energy Conservation Code as it applies to duct work and insulation.**

- A. Delete Blower Door Test**
- B. Amend the duct testing to provide the option of adding spray foam insulation to ductwork located in the unconditioned space in lieu of sealing and then testing the ductwork. The rationale is that the cost of associated with testing the ductwork is comparable to the application of spray foam around the ductwork in the cold attic space.**
- C. Wall cavities may be used as duct or plenum if completely panned and sealed.**
- D. Mandatory requirement for mechanical ventilations has been deleted.**
- E. Basement wall need to be insulated with R13 in lieu of R15 or R19.**

Fiscal Impact none: None

ORDINANCE NO. 5579

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING CHAPTER 9 OF THE FREMONT MUNICIPAL CODE REGULATING AND GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDING AND STRUCTURES; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERABILITY AND SAVING CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council for the City of Fremont, Nebraska, seeks to promote the general health, safety, morals, and welfare of the community; and

WHEREAS, the general health, safety, morals and welfare will be best served by updating certain codes heretofore adopted by the City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, AS FOLLOWS:

SECTION 1. MUNICIPAL CODE AMENDMENT. That Fremont Municipal Code (FMC) Chapter 9 Building Regulations is hereby amended as follows:

International Building Code (IBC) - ~~2015~~2018 Edition: Chapters 1—26, Chapters 30—35, and Appendices C, G, I, and J.

International Fire Code - ~~2015~~2018 Edition: All Chapters and Appendix D.

International Residential Code (IRC) - ~~2015~~2018 Edition: Chapters 1—10, Chapters 43—44, and Appendices E, F, H, and I.

NFPA 70: National Electrical Code (NEC) - 2017 Edition: All Chapters.

International Existing Building Code (IEBC) - ~~2015~~2018 Edition: All Chapters.

Uniform Mechanical Code (UMC) - ~~2015~~2018 Edition: All Chapters.

Uniform Plumbing Code (UPC) - ~~2015~~2018 Edition: All Chapters.

International Fuel Gas Code (IFGC) - ~~2015~~2018 Edition: All Chapters.

International Property Maintenance Code (IPMC) - ~~2015~~2018 Edition: All Chapters.

International Energy Conservation Code (IECC) - ~~2009~~ 2018 Edition: All Chapters.

Sec. 9-102. Amendments.

The City Council may, from time to time, by ordinance adopt amendments and revisions to the above enumerated codes. Copies of each of the above adopted codes, and any additional building regulations or codes adopted hereafter, shall be maintained in the office of the city clerk for inspection. Copies of amendments or revisions to the above enumerated codes shall also be maintained in the office of the city clerk for inspection. Any reference to the aforementioned codes shall be considered as inclusive of any amendments made thereto.

ARTICLE 2. BUILDING CODE.

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Sec. 9-201. International Building Code adopted.

The International Building Code, ~~2015~~2018 edition: Chapters 1-26, Chapters 30-35, and Appendices C, G, I, and J, as recommended by the International Code Council (ICC), and herein adopted by the City of Fremont is hereby amended to include the following local amendments.

(a) *Section [A]105.2 Work exempt from permit*; amend building exemption number 1 to read as follows:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 80 square feet (7.43 m2).

(b) *Section [A]105.2 Work exempt from permit*; amend building exemption number 2 to read as follows:

2. Fences not over 30 inches (762mm) high.

(c) *Section [A]105.2 Work exempt from permit*; amend building exemption number 7 to read as follows:

7. Painting, papering, tiling, carpeting, counter tops and similar finish work.

(d) *Section [A] 105.2 Work exempt from permit*; strike electrical, gas, mechanical, and plumbing exemptions.

(e) *Section [A]105.3 Application for permit*; amend to read as follows:

[A] 105.3 Application for permit. To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the department of building safety for that purpose. Such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.
2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.
3. Indicate the use and occupancy for which the proposed work is intended.
4. Be accompanied by construction documents and other information as required in Section 107.
5. State the valuation of the proposed work.
6. Be signed by the applicant, or the applicant's authorized agent. Give such other data and information as required by the building official.
7. Be accompanied by approved plan review from the Nebraska State Fire Marshall's office **and approval of the State Architect and Engineer's Board.**

(f) *Section 406.3.4 Separation*; amend scenario 1 to read as follows:

1. The private garage shall be separated from the dwelling unit and its attic area by means of gypsum board, not less than 5/8 inch (15.9 mm) in thickness, applied to the garage side. Garages beneath habitable rooms shall be separated from all habitable rooms above by not less than a 5/8 inch (15.9 mm) Type X gypsum board or equivalent and 5/8 inch (15.9 mm) gypsum board applied to structures supporting the separation from habitable rooms above the garage. Door openings between a private garage and the dwelling unit shall be equipped with either solid wood doors or solid or honeycomb core steel doors not less than 1 3/8 inches (34.9 mm) in thickness, or doors in compliance with Section 716.5.3 with a fire protection rating of not less than 20 minutes. Openings from a private garage

directly into a room used for sleeping purposes shall not be permitted. Doors shall be self-closing and self-latching.

- (g) *Section 1612.3 Establishment of flood hazard areas*, amend to read as follows:

1612.3 Establishment of flood hazard areas. To establish flood hazard areas, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for City of Fremont, Nebraska," dated August, 1978, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

- (h) *Section 1809.5. Frost Protection*; amend exception 2 to read as follows:

2. Area of 400 square feet (37 m²) or less; and

- (i) *Table 1809.7 Prescriptive Footings Supporting Walls Of Light- Frame Construction*; amend to read as follows:

TABLE 1809.7 PRESCRIPTIVE FOOTINGS SUPPORTING WALLS OF LIGHT-FRAME CONSTRUCTION^{a, b, c, d, e}

Number of Floors Supported By The Footing ^f	Width of Footings (inches)	Thickness of Footings (inches)
1	16	8
2	20	10
3	24	12

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

- Depth of footings shall be in accordance with Section 1809.4.
 - The ground under the floor shall be permitted to be excavated to the elevation of the top of the footing.
 - Interior stud-bearing walls shall be permitted to be supported by isolated footings. The footing width and length shall be twice the width shown in this table, and footings shall be spaced not more than 6 feet on center.
 - See Section 1905 for additional requirements for concrete footings of structures assigned to Seismic Design Category C, D, E or F.
 - For thickness of foundation walls, see Section 1807.1.6.
 - Footings shall be permitted to support a roof in addition to the stipulated number of floors. Footings supporting roof only shall be as required for supporting one floor.
- (j) *Section 3103.1 General*; amend to read as follows:

3103.1 General. The provisions of Sections 3103.1 through 3103.4 shall apply to structures erected for a period of less than 180 days, between April 1 and October 31. Tents and other membrane structures erected for a period of less than 180 days shall comply with the International Fire Code. Those erected for a longer period of time shall comply with applicable sections of this code.

ARTICLE 3. FIRE CODE

Sec. 9-301. International Fire Code adopted.

The International Fire Code, [20152018](#) edition: All Chapters and Appendix D, as recommended by the International Code Council (ICC), and herein adopted by the City of Fremont is hereby amended to include the following local amendments.

Sec. 9-302. City of Fremont local amendments.

Reserved.

ARTICLE 4. RESIDENTIAL CODE

Sec. 9-401. International Residential Code adopted.

The International Residential Code, [20152018](#) edition: Chapters 1-10, Chapters 43-44, and Appendices E, F, G, H, and I, as recommended by the International Code Council (ICC), and herein adopted by the City of Fremont is hereby amended to include the following local amendments.

Sec. 9-402. City of Fremont local amendments.

- (a) *Section R105.2 Work exempt from permit*; amend building exemption number 1 to read as follows:
 - 1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 80 square feet (7.43 m2).
- (b) *Section R105.2 Work exempt from permit*; amend building exemption number 2 to read as follows:
 - 2. Fences not over 30 inches (762 mm) high.
- (c) *Section R105.2 Work exempt from permit*; amend building exemption number 6 to read as follows:
 - 6. Painting, papering, tiling, carpeting, counter tops and similar finish work.
- (d) *Section R105.2 Work exempt from permit*; amend building exemption number 7 to read as follows:
 - 7. Prefabricated swimming pools that are less than 18 inches (457.2 mm) deep.
- (e) *Section R105.2 Work exempt from permit*; amend building exemption number 10 to read as follows:
 - 10. Decks not exceeding 80 square feet (7.43 m2) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4.
- (f) *Section R105.2 Work exempt from permit*; strike electrical, gas, and mechanical exemptions.
- (g) *Section R105.8 Responsibility*; amend to read as follows:

R105.8 Responsibility. It shall be the duty of every person who performs work for the installation or repair of building and structure systems, for which this code is applicable, to comply with this code.
- (h) *Table R301.2(1) Climatic And Geographic Design Criteria*; amend to read as follows:

TABLE R301.2(1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

	WIND DESIGN	SUBJECT TO DAMAGE FROM
--	-------------	------------------------

GROUND SNOW LOAD	Speed ^d (mph)	Topographic effects ^k	Special Wind	Wind-borne debris ^m	SEISMIC DESIGN CATEGORY	Weathering ^a	Frost line depth ^b	Termite ^c	WINTER DESIGN TEMP ^e	ICE BARRIER UNDER- LAYMENT RE QUIRED ^h	FLOOD HAZ- ARDS ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
25lb LL	115 (55) EXPC	N/A	No	No	A	Severe	36"	Moderate to Heavy	-5	Yes	1978 1-2-08	2500	50

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

^a Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index (i.e., "negligible," "moderate" or "severe") for concrete as determined from the Weathering Probability Map [Figure R301.2(3)]. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.

^b The frost line depth may require deeper footings than indicated in Figure R403.1(1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.

^c The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.

^d The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2(4)A]. Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.

^e The outdoor design dry-bulb temperature shall be selected from the columns of 97 1/2-percent values for winter from Appendix D of the International Plumbing Code. Deviations from the Appendix D temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official.

^f The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.

^g The jurisdiction shall fill in this part of the table with (a) the date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas), (b) the date(s) of the Flood Insurance Study and (c) the panel numbers and dates of all currently effective FIRMs and FBFMs or other flood hazard map adopted by the authority having jurisdiction, as amended.

^h In accordance with Sections R905.1.2, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."

ⁱ The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99 percent) value on the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."

^j The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."

^k In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

^l In accordance with Figure R301.2(4)A, where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with "YES" and identify any specific requirements. Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

^m In accordance with Section R301.2.1.2.1, the jurisdiction shall indicate the wind-borne debris wind zone(s). Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

(i) **Section R302.2 Townhouses;** amend to read as follows:

R302.2 Townhouses. Each townhouse shall be considered a separate building and shall be separated by a common 2-hour fire-resistance-rated wall assembly tested in accordance with ASTM E 119 or UL 263 if such walls do not contain plumbing or mechanical equipment, ducts or vents in the cavity of the common wall. The wall shall be rated for fire exposure from both sides and shall extend to and be tight

against exterior walls and the underside of the roof sheathing. Electrical installations shall be installed in accordance with Chapters 34 through 43. Penetrations of electrical outlet boxes shall be in accordance with Section R302.4.

- (j) *Section R302.3 Two-family dwellings*; amend to read as follows:

R302.3 Two-family dwellings. Dwelling units in two-family dwellings shall be separated from each other by wall and/or floor assemblies having not less than a 2-hour fire-resistance rating when tested in accordance with ASTM E 119 or UL 263. Fire-resistance-rated floor/ceiling and wall assemblies shall extend to and be tight against the exterior wall, and wall assemblies shall extend from the foundation to the underside of the roof sheathing.

- (k) *Section R302.5.1 Opening protection*; amend to read as follows:

R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 13/8 inches (35 mm) thick, or 20-minute fire-rated doors, equipped with a self-closing device.

Exception: A self-closing device is not required in one-family dwellings.

- (l) *Table R302.6 Dwelling/Garage Separation*; amend to read as follows:

TABLE R302.6 DWELLING/GARAGE SEPARATION

SEPARATION	MATERIAL
From the residence and attics	Not less than 5/8-inch gypsum board or equivalent applied to the garage side
From all habitable rooms above the garage	Not less than 5/8-inch Type X gypsum board or equivalent
Structure(s) supporting floor/ceiling assemblies used for separation required by this section	Not less than 5/8-inch gypsum board or equivalent
Garages located less than 3 feet from a dwelling unit on the same lot	Not less than 5/8-inch gypsum board or equivalent applied to the interior side of exterior walls that are within this area

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

- (m) *Section R311.3.1 Floor elevations at the required egress doors*; amend to read as follows:

R311.3.1 Floor elevations at the required egress doors. Landings or finished floors at the required egress door shall not be more than 1 1/2 inches (38 mm) lower than the top of the threshold.

Exception: The landing or floor on the exterior side shall not be more than 7 3/4 inches (196 mm) below the top of the finished floor provided the door does not swing over the landing or floor.

Where exterior landings or floors serving the required egress door are not at grade, they shall be provided with access to grade by means of a ramp in accordance with Section R311.8 or a stairway in accordance with Section R311.7.

- (n) *Section R311.3.2 Floor elevations for other exterior doors*; amend to read as follows:

R311.3.2 Floor elevations for other exterior doors. Doors other than the required egress door shall be provided with landings or floors not more than 7 3/4 inches (196 mm) below the top of the finished floor.

Exception: A landing is not required where a stairway of four or fewer risers is located on the exterior side of the door, provided the door does not swing over the stairway.

- (o) Add *Section R302.7 Under stair protection* to read as follows:

R302.7 Under stair protection. Enclosed accessible space under stairs shall have walls, under stair surface and any soffits protected on the enclosed side with ½-inch (13 mm) gypsum board.

- (p) *Section R313 Automatic Fire Sprinkler Systems*; strike section in its entirety and amend to read as follows:

Section R313 Reserved

- (q) *Section R403.1 General*; amend to read as follows:

R403.1, General. All exterior walls shall be supported on continuous concrete footings, or other approved structural systems which shall be of sufficient design to accommodate all loads according to Section R301 and to transmit the resulting loads to the soil within the limitations as determined from the character or the soil. Footings shall be supported on undisturbed natural soils or engineered fill.

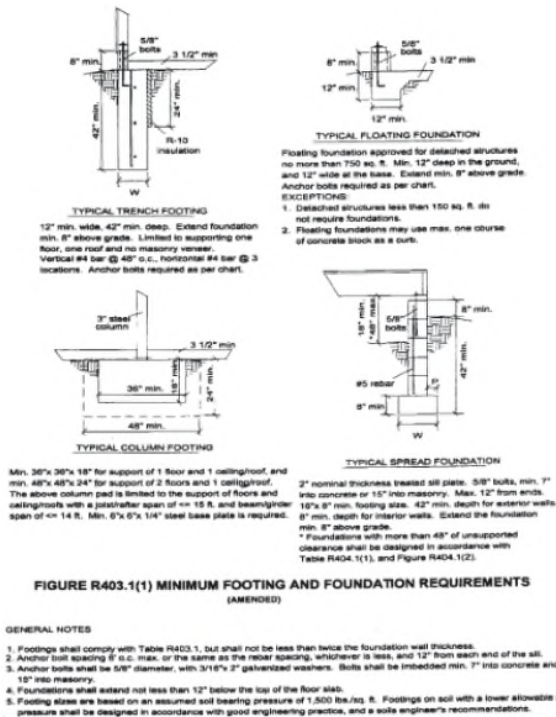
- (r) *Section R403.1.1 Minimum size*; amend to read as follows:

R403.1.1, Minimum size. Minimum sizes for concrete and masonry footings shall be as set forth in Table R403.1 and Figure R403.1(1). The footing width, W, shall be based on the load-bearing value of the soil in accordance with Table R401.4.1. Spread footings shall be at least 8 inches (203 mm) thick. Footing projections, P, shall be at least 2 inches (51 mm) and shall not exceed the thickness of the footing. The size of footings supporting piers and columns shall be based on the tributary load and allowable soil pressure in accordance with Table R 401.4.1. Footings for wood foundations shall be in accordance with the details set forth in Section R403.3, and Figures R403.1(2) and R403.1(3).

- (s) *Section R403.1.1 Minimum size*; amend to read as follows:

R403.1.1, Minimum size. Minimum sizes for concrete and masonry footings shall be as set forth in Table R403.1 and Figure R403.1(1). The footing width, W, shall be based on the load-bearing value of the soil in accordance with Table R401.4.1. Spread footings shall be at least 8 inches (203 mm) thick. Footing projections, P, shall be at least 2 inches (51 mm) and shall not exceed the thickness of the footing. The size of footings supporting piers and columns shall be based on the tributary load and allowable soil pressure in accordance with Table R 401.4.1. Footings for wood foundations shall be in accordance with the details set forth in Section R403.3, and Figures R403.1(2) and R403.1(3).

- (t) *Figure R403.1(1)*; replace figure with the following:



(u) *Figure R403.1(2)*; amend all references to gravel footings to read as follows:

Footings shall comply with Section R403.

(v) *Figure R403.1(3)*; amend all references to gravel footings to read as follows:

Footings shall comply with Section R403.

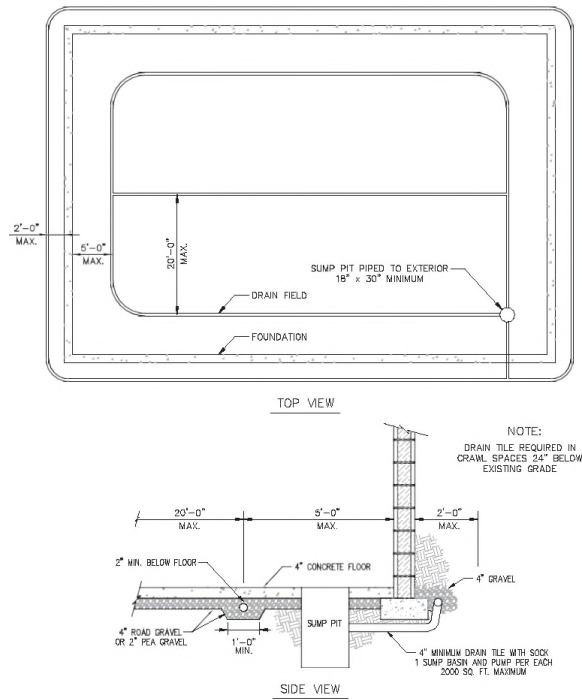
(w) *Section R403.2 Footings for wood foundations*; amend to read as follows:

R403.2 Footings for wood foundations. Footings for wood foundations shall be in accordance with Figures R403.1(2) and R403.1(3).

(x) *Section R405.1*; amend to read as follows:

R405.1 Concrete or masonry foundations. Drains shall be provided in accordance with Figure R405.1(1), around all concrete or masonry foundations that retain earth and enclose habitable or usable spaces, including crawl spaces with a depth of 24 inches (609.6 mm) below grade.

FIGURE R405.1(1) DRAIN TILE PLAN



1. Tremco DrainStar Stripdrain Drainage System as an exterior drain tile alternate.

Section R405.1 Reserved

(y) Section R302.13 Fire protection of floors; strike section in its entirety.

(z) Section R908 Reroofing; amend to read as follows:

R908 Reroofing Reserved.

ARTICLE 5. ELECTRICAL CODE

Sec. 9-501. National Electrical Code adopted.

NFPA 70: National Electrical Code, 2017 edition, as recommended by the National Fire Protection Agency (NFPA), and herein adopted by the City of Fremont is hereby amended to include the following local amendments.

Sec. 9-502. City of Fremont local amendments.

- (a) *Section 90.2(B) Not Covered*; add subsection (6) to read as follows:
- (6) Installations of electrical fixtures, equipment or connections pertaining to or repair of communication signal system or low voltage control of gas facilities of utilities except as to their initial connection to the supply line.
- (b) *Section 210.5(C)(1) Branch Circuits Supplied from More Than One Normal Voltage System*; amend to read as follows:
- (1) **Branch Circuits Supplied from More Than One Nominal Voltage System.** Where the premises wiring system has branch circuits supplied from one nominal voltage system, each undergrounded conductor of a branch circuit shall be identified by phase or line and system at all termination, connection, and splice points in compliance with 210.5(C)(1)(a) and (b).
- (a) **Means of Identification.** The means of identification shall be permitted to be by separate color coding, marking tape, tagging, or other approved means.
- (b) **Posting of Identification Means.** The method utilized for conductors originating within each branch-circuit panelboard or similar branch-circuit distribution equipment shall be documented in a manner that is readily available or shall be permanently posted at each branch-circuit panelboard or similar branch-circuit distribution equipment. The label shall be of sufficient durability to withstand the environment involved and shall not be handwritten.
- (c) *Section 210.8(A) Dwelling Units*; add subsection (11) to read as follows:
- (11) Any GFCI receptacle that is supplying power to a condensate pump, sump pump, flood pump, sewage pump, or ejector pump shall have a built-in audible alarm sound when the GFCI is in the open or tripped position.
- (d) *Section 210.11(C)(3) Bathroom Branch Circuits*; amend to read as follows:
- (3) **Bathroom Branch Circuits.** In addition to the number of branch circuits required by other parts of this section, at least one 120-volt, 20-ampere branch circuit shall be allowed to supply only one bathroom receptacle outlet(s).
- [Exception Unchanged]
- (e) *Section 230.43 Wiring Methods for 1000 Volts, Nominal, or Less*; amend to read as follows:
- 230.43 Wiring Methods for 1000 Volts, Nominal, or Less.** Service-entrance conductors shall be installed in accordance with the applicable requirements of this Code covering the type of wiring method used and shall be limited to the following methods:
- (1) Rigid metal conduit (RMC)
 - (2) Electrical metallic tubing (EMT)
 - (3) Electrical nonmetallic tubing
 - (4) Wireways
 - (5) Busways
 - (6) Auxiliary gutters
 - (7) Rigid polyvinyl chloride conduit (PVC)
 - (8) Cablebus

-
- (9) Flexible metal conduit (FMC) not over 1.8 m (6 ft) long or liquidtight flexible metal conduit (LFMC) not over 1.8 m (6 ft) long between a raceway, or between a raceway and service equipment, with a supply-side bonding jumper routed with the flexible metal conduit (FMC) or the liquidtight flexible metal conduit (LFMC) according to the provisions of 250.102(A), (B), (C), and (E)
 - (10) Liquidtight flexible nonmetallic conduit (LFNC)
 - (11) High Density polyethylene conduit (HDPE)
 - (12) Nonmetallic underground conduit with conductors (NUCC)
 - (13) Reinforced thermosetting resin conduit (RTRC)

(f) *Section 230.70(A) Location*; amend to read as follows:

(A) Location. The service disconnecting means shall be installed in accordance with 230.70(A)(1), (A)(2), and (A)(3).

The nearest point of entrance inside a building shall have a maximum of six feet of approved raceway from the point of entrance at the exterior wall. The distance can be increased from six feet to ten feet if Rigid Metal Conduit is used as the raceway.

(g) *Section 230.71 General*; amend to read as follows:

(A) General. The service disconnecting means for each service permitted by Section 230.2, or for each set of service entrance conductors permitted by Section 230.40, Exception No. 1, No. 3, No. 4, or No. 5, shall consist of not more than six switches or six circuit breakers mounted in a single enclosure, (400 amps or over) in a group of separate enclosures, or in or on a switchboard or in switchgear. There shall be no more than six disconnects per service (400 amps or over) grouped in any one location. One main breaker or one set of main fuses per enclosure shall be allowed on services rated less than 400 amps on all electrical services,

(h) *Section 330.104 Conductors*; amend to read as follows:

330.104 Conductors. Conductors shall be of copper, aluminum, copper-clad aluminum, nickel or nickel-coated copper, solid or stranded. The minimum conductor size shall be No. 14 copper and No. 8 aluminum or copper-clad aluminum.

(i) *Section 334.10 Uses Permitted*; amend to read as follows:

334.10 Uses Permitted. Type NM, Type NMC, and Type NMS cables shall be permitted to be used in one and two family dwellings and associated garages and sheds, and multi-family dwellings three stories or less in height, except as prohibited in Section 334.12.

(j) *Section 340.12 Uses Not Permitted*; add exception to read as follows:

Exception: One-family, two-family and multi-family residential dwellings three stories or less in height.

(k) *Section 422.31(B) Appliances Rated over 300 Volt-Amperes*; amend to read as follows:

(B) Appliances Rated over 300 Volt-Amperes. For permanently connected appliances rated over 300 volt-amperes, the branch-circuit switch or circuit breaker shall be permitted to serve as the disconnecting means where the switch or circuit breaker is within sight from the appliance.

[Informational Note Unchanged]

(l) *Section 440.14 Location*; amend to read as follows:

440.14 Location. Disconnecting means shall be located within sight from and readily accessible from the air-conditioning or refrigerating equipment. The disconnecting means shall be permitted to be

installed on or within the air-conditioning or refrigerating equipment and shall be of dead front construction as accepted by NEMA Standards, except on non-accessible roof units.

The disconnecting means shall not be located on panels that are designed to allow access to the air-conditioning or refrigeration equipment or to obscure the equipment nameplate(s).

[Exception and Informational Notes Unchanged]

- (m) *ARTICLE 505 Zone 0, 1, and 2 Location*; strike article in its entirety and amend to read as follows:

ARTICLE 505 RESERVED

- (n) *Section 545.10 Receptacle or Switch with Integral Enclosure*; amend to read as follows:

545.10 Reserved.

- (o) *Section 590.3(B) 90 Days*; amend to read as follows:

(B) 90 Days. Temporary electric power and lighting installation shall be permitted for a period not to exceed 90 days for holiday decorative lighting and similar purposes. Any appliance that is installed shall be allowed to be temporarily wired for a maximum of 5 working days.

- (p) *Section 800.1 Scope*; amend to read as follows:

800.1 Scope. This article covers communications circuits and equipment. No permits shall be required nor do contractors need to be licensed to perform work which is covered by this article.

[Informational Notes Unchanged]

- (q) *Section 810.1 Scope*; amend to read as follows:

810.1 Scope. This article covers antenna systems for radio and television receiving equipment, amateur and citizen band radio transmitting and receiving equipment, and certain features of transmitter safety. This article covers antennas such as wire-strung type, multi-element, vertical rod, flat, or parabolic and also covers the wiring and cabling that connect them to equipment. This article does not cover equipment and antennas used for coupling carrier current to power line conductors. No permits shall be required nor do contractors need to be licensed to perform work which is covered by this article.

- (r) *Section 820.1 Scope*; amend to read as follows:

820.1 Scope. This article covers coaxial cable distribution of radio frequency signals typically employed in community antenna television (CATV) systems. No permits shall be required nor do contractors need to be licensed to perform work which is covered by this article.

ARTICLE 6. EXISTING BUILDING CODE

Sec. 9-601. International Existing Building Code adopted.

The International Existing Building Code, ~~2015~~2018 edition, as recommended by the International Code Council (ICC), and herein adopted by the City of Fremont is hereby amended to include the following local amendments.

Sec. 9-602. City of Fremont local amendments.

Reserved.

ARTICLE 7. MECHANICAL CODE

Sec. 9-701. Uniform Mechanical Code adopted.

The Uniform Mechanical Code, ~~2015~~2018 edition, as recommended by the International Association of Plumbing and Mechanical Officials (IAPMO), and herein adopted by the City of Fremont is hereby amended to include the following local amendments.

Sec. 9-702. City of Fremont local amendments.

- (a) *Section 104.5 Fees*; amend to read as follows:

104.5 Fees. Fees shall be assessed in accordance with the provisions of this code and shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

- (b) *Section 506.1 Materials*; strike exception number 3.

- (c) *Section 506.2 Construction*; strike exception number 2.

- (d) *Section 510.9.2 Wall Terminations*; add exception number 6 to read as follows:

(6) The exhaust from any hood serving commercial food heat- processing equipment terminating at/or across the property line adjoining a public way if the air is discharged away from neighboring building and is at least 10 feet from the air intake of the same or contiguous buildings, and where approval is given by City Council.

- (e) *Section 916.2.1.1 Unvented Room Heaters*; strike exception numbers 1 and 2.

- (f) *Section 1006.1 General*; add paragraph two to read as follows:

Temperature and relief valve downtubes shall be copper or metal piping with an inside diameter of the piping no less than the temperature, pressure, and vacuum relief device. The terminal end of the downtube shall not be threaded.

- (g) *Section 1308.2 Provision for Location of Point of Delivery*; amend to read as follows:

The location of the point of delivery shall be acceptable to the serving gas supplier and extend 6 inches (152.4 mm) beyond the exterior surface of the structure. Gas piping shall be sleeved with plastic pipe or an approved inert material when passing through any exterior wall or any interior concrete or masonry wall. The interior space between the gas piping and sleeve shall be sealed at the wall to prevent entry of water, insects, or rodents.[NFPA 54:5.2]

- (h) *Section 1308.5.2.2 Copper and Brass*; amend to read as follows:

1308.5.2.2 Prohibited.

- (i) *Section 1308.5.2.3 Aluminum Alloy*; amend to read as follows:

1308.5.2.3 Prohibited.

- (j) *Section 1308.5.3 Metallic Tubing*; amend to read as follows:

1308.5.3 Prohibited.

- (k) *Section 1308.5.3.1 Steel*; amend to read as follows:

1308.5.3.1 Reserved.

(l) *Section 1308.5.3.2 Copper and Brass*; amend to read as follows:

1308.5.3.2 Prohibited.

(m) *Section 1308.5.3.3 Aluminum Alloy*; amend to read as follows:

1308.5.3.3 Prohibited.

(n) *Section 1308.5.3.4 Corrugated Stainless Steel*; amend to read as follows:

1308.5.3.4 Corrugated Stainless Steel. Corrugated stainless steel tubing shall be tested and listed in compliance with the construction, installation, and performance requirements of INS LC-1 Standard for Fuel Gas Piping Systems using Corrugated Stainless Steel Tubing.

Corrugated stainless steel tubing that requires additional bonding shall be inspected and certified by a master electrical contractor licensed with the State of Nebraska with a copy of the certification provided to the City.

Only corrugated stainless steel tubing that has a metal shield that dissipates electricity and heat and requires no additional manufacturer bonding is allowed. [NFFA 54.5.6.3.4]

(o) *Section 1308.0 Steel and Wrought Iron*; amend to read as follows:

1308.0 Steel and Wrought Iron. Metal gas pipe shall be standard-weight wrought iron or steel (galvanized or black), yellow brass containing not more than 75 percent copper, or internally tinned or treated copper of iron pipe size. Galvanizing shall not be considered protection against corrosion.

Standard wrought iron or steel black pipe (Schedule 40) shall be permitted to be used with gases not corrosive to such material. Steel tubing shall comply with ASTM A 254. Copper tubing shall comply with ASTM B 88 or ASTM B 280.

Copper tubing (unless tin-lined) shall not be used where the gas contains more than an average of 0.3 grains of hydrogen sulfide per 100 standard cubic feet (0.7 mg/100 L) of gas. [NFPA 501A:4.3.6.1]

(p) *Section 1314.3 Test Pressure*; amend to read as follows:

1314.3 Test Pressure. This inspection shall include an air, CO₂, or nitrogen pressure test, at which time the gas piping shall stand a pressure of not less than 30 psi (206.84 kPa) gauge pressure. Test pressures shall be held for a length of time satisfactory to the Authority Having Jurisdiction, but in no case less than 30 minutes with no perceptible drop in pressure. For welded piping, and for piping carrying gas at pressures in excess of 14 inches water column pressure (3.5 kPa), the test pressure shall be not less than 60 psi (414 kPa) and shall be continued for a length of time satisfactory to the Authority Having Jurisdiction, but in no case for less than 30 minutes.

These tests shall be made using air, CO₂, or nitrogen pressure and shall be made in the presence of the Authority Having Jurisdiction. Necessary apparatus for conducting tests shall be furnished by the permit holder.

ARTICLE 8. PLUMBING CODE

Sec. 9-801. Uniform Plumbing Code adopted.

The Uniform Plumbing Code, ~~2015~~2018 edition, as recommended by the International Association of Plumbing and Mechanical Officials (IAPMO), and herein adopted by the City of Fremont is hereby amended to include the following local amendments.

Sec. 9-802. City of Fremont local amendments.

(a) *Section 104.5 Fees*; amend to read as follows:

104.5 Fees. Fees shall be assessed in accordance with the provisions of this code and shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

(b) *Table 104.5 Plumbing Permit Fees*; strike table in its entirety.

(c) *Table 422.1. Minimum Plumbing Facilities*; replace table in its entirety with the following:

TABLE 422.1
MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES^a
(See Section 422.0 et seq.)

NO.	Classification	Occupancy	Description	Water Closets (Urinals See Section 419.2)		Lavatories		Bathtubs/ Showers	Drinking Fountain ^{e,f} (See Section 410.1)	Other
				Male	Female	Male	Female			
1	Assembly	A-1 ^d	Theaters and other buildings for the performing arts and motion pictures	1 per 125	1 per 65	1 per 200		—	1 per 500	1 service sink
		A-2 ^d	Nightclubs, bars, taverns, dance halls and buildings for similar purposes	1 per 40	1 per 40	1 per 75		—	1 per 500	1 service sink
			Restaurants, banquet halls and food courts	1 per 75	1 per 75	1 per 200		—	1 per 500	1 service sink
		A-3 ^d	Auditoriums without permanent seating, art galleries, exhibition halls, museums, lecture halls, libraries, arcades and gymnasiums	1 per 125	1 per 65	1 per 200		—	1 per 500	1 service sink

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			Passenger terminals and transportation facilities	1 per 500	1 per 500	1 per 750		—	1 per 1,000	1 service sink
			Places of worship and other religious services	1 per 150	1 per 75	1 per 200		—	1 per 1,000	1 service sink
		A-4	Coliseums, arenas, skating rinks, pools and tennis courts for indoor sporting events and activities	1 per 75 for the first 1,500 and 1 per 120 for the remainder exceeding 1,500	1 per 40 for the first 1,520 and 1 per 60 for the remainder exceeding 1,520	1 per 200	1 per 150	—	1 per 1,000	1 service sink
		A-5	Stadiums, amusement parks, bleachers and grandstands for outdoor sporting events and activities	1 per 75 for the first 1,500 and 1 per 120 for the remainder exceeding 1,500	1 per 40 for the first 1,520 and 1 per 60 for the remainder exceeding 1,520	1 per 200	1 per 150	—	1 per 1,000	1 service sink
2	Business	B	Buildings for the transaction of business, professional services, other services involving merchandise, office buildings, banks, light industrial and similar uses	1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50		1 per 40 for the first 80 and 1 per 80 for the remainder exceeding 80		—	1 per 100	1 service sink ⁶
3	Education	E	Educational facilities	1 per 50		1 per 50		—	1 per 100	1 service sink
4	Factory and industrial	F-1 and F-2	Structures in which occupants are engaged in work fabricating, assembly or processing of	1 per 100		1 per 100		(see Section 411)	1 per 400	1 service sink

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			products or materials					
5	Institutional	I-1	Residential care	1 per 10	1 per 10	1 per 8	1 per 100	1 service sink
		I-2	Hospitals, ambulatory nursing home care recipient	1 per room ^c	1 per room ^c	1 per 15	1 per 100	1 service sink
			Employees, other than residential care ^b	1 per 25	1 per 35	—	1 per 100	—
			Visitors, other than residential care	1 per 75	1 per 100	—	1 per 500	—
		I-3	Prisons ^b	1 per cell	1 per cell	1 per 15	1 per 100	1 service sink
			Reformatories, detention centers, and correctional centers	1 per 15	1 per 15	1 per 15	1 per 100	1 service sink
			Employees	1 per 25	1 per 35	—	1 per 100	—
		I-4	Adult day care and child day care	1 per 15	1 per 15	1	1 per 100	1 service sink
6	Mercantile	M	Retail stores, service stations, shops, salesrooms, markets and shopping centers	1 per 500	1 per 750	—	1 per 1,000	1 service sink ⁸
7	Residential	R-1	Hotels, motels, boarding houses (transient)	1 per sleeping unit	1 per sleeping unit	1 per sleeping unit	—	1 service sink
		R-2	Dormitories, fraternities, sororities and boarding houses (non-transient)	1 per 10	1 per 10	1 per 8	1 per 100	1 service sink
		R-2	Apartment house	1 per dwelling unit	1 per dwelling unit	1 per dwelling unit	—	1 kitchen sink per dwelling

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								unit; 1 automatic clothes washer connection per 20 dwelling units
		R-3	Congregate living facilities with 16 or fewer persons	1 per 10	1 per 10	1 per 8	1 per 100	1 service sink
		R-3	One- and two-family dwellings	1 per dwelling unit	1 per dwelling unit	1 per dwelling unit	—	1 kitchen sink per dwelling unit; 1 automatic clothes washer connection per dwelling unit
		R-4	Congregate living facilities with 16 or fewer persons	1 per 10	1 per 10	1 per 8	1 per 100	1 service sink
8	Storage	S-1 S-2	Structures for the storage of goods, warehouses, store house and freight depots. Low and Moderate Hazard.	1 per 100	1 per 100	See Section 411	1 per 1,000	1 service sink

- a. The fixtures shown are based on one fixture being the minimum required for the number of persons indicated or any fraction of the number of persons indicated. The number of occupants shall be determined by the International Building Code.
- b. Toilet facilities for employees shall be separate from facilities for inmates or care recipients.
- c. A single-occupant toilet room with one water closet and one lavatory serving not more than two adjacent patient sleeping units shall be permitted where such room is provided with direct access from each patient sleeping unit and with provisions for privacy.
- d. The occupant load for seasonal outdoor seating and entertainment areas shall be included when determining the minimum number of facilities required.
- e. The minimum number of required drinking fountains shall comply with Table 403.1 and Chapter 11 of the International Building Code.
- f. Drinking fountains are not required for an occupant load of 15 or fewer.

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- g. For business and mercantile occupancies with an occupant load of 15 or fewer, service sinks shall not be required.
- (d) *Section 504.1 Location*; amend to read as follows:
- 504.1 Location.** Water heater installations in bedrooms and bathrooms shall only be permitted where water heater is of the direct vent type. [NFPA 54:10.28.1(2)]
- (e) Add *Section 504.7 Temperature and Relief Valve Downtubes* to read as follows:
- 504.7 Temperature and Relief Valve Downtubes.** Temperature and relief valve downtubes shall be copper, metal piping, or approved PVC, with a temperature, pressure, and vacuum relief device. The terminal end of the downtube shall not be threaded.
- (f) *Section 507.5 Relief Valve Discharge*; amend to read as follows:
- 507.5 Reserved.**
- (g) *Section 603.1 General*; add exception to read as follows:
- Exception:** Backflow devices for residential lawn sprinkler systems need only be tested when installed and at least once every 5 years.
- (h) *Table 604.1 Materials For Building Supply And Water Distribution Piping And Fitting*; strike materials CPVC, PE, and PVC.
- (i) *Section 604.3 Copper Tube*; amend exception to read as follows:
- Exception:** Type M copper tubing shall be permitted to be used for water piping where piping is aboveground in, or on, a building.
- (j) *Section 604.10 Plastic Materials*; amend to read as follows:
- 604.10 Reserved.**
- (k) *Section 605.9 PEX Plastic Tubing and Joints*; amend to read as follows:
- 605.9 PEX Plastic Tubing and Joints.** PEX plastic tubing and fitting joining methods shall be installed in accordance with the manufacturer's installation instructions and shall comply with Section 605.9.1 and Section 605.9.2. Other method approved by the Authority Having Jurisdiction.
- (l) *Section 608.4 Pressure Relief Valves*; amend to read as follows:
- Section 608.4 Pressure Relief Valves.** Each pressure relief valve shall be an approved automatic type with drain, and each such relief valve shall be set at a pressure of not more than 150 psi (1034 kPa). No shutoff valve shall be installed between the relief valve and the system or in the drain line in accordance with ANSI Z21.22.
- (m) *Section 608.5 Discharge Piping*; amend to read as follows:
- 608.5 Discharge Piping.** Relief valves located inside a building shall be provided with a drain, not smaller than the relief valve outlet, of galvanized steel, hard-drawn copper piping and fittings, CPVC, PP, or listed relief valve drain tube with fittings that will not reduce the internal bore of the pipe or tubing (straight lengths as opposed to coils) and shall extend from the valve to 6 inches (152 mm) above the floor near an approved drain. Relief valve drains shall not terminate in a buildings crawl space. No part of such drain pipe shall be trapped or subject to freezing. The terminal end of the drain pipe shall not be threaded.
- (n) *Section 609.2 Trenches*; amend to read as follows:
- 609.2 Trenches.** Water pipes shall not be run or laid in the same trench as building sewer or drainage piping constructed of clay or materials that are not approved for use with a building.

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- (o) *Section 611.4 Sizing of Residential Softeners*; amend to read as follows:

611.4 Reserved.

- (p) **Section 701.2 Drainage Piping**; amend material standard number 2 to read as follows:

ABS and PVC DWV piping installations shall be installed in accordance with applicable standards referenced in Table 1701.1 and Chapter 14 "Firestop Protection." Except for individual single-family dwelling units, materials exposed within ducts or plenums shall have a flame-spread index of a maximum of 25 and a smoke-developed index of a maximum 50, where tested in accordance with ASTM E 84 and UL 723. ABS and PVC DWV piping installation shall be limited to those structures where combustible construction is allowed and the structure is no more than three stories in height above grade.

- (q) *Table 701.2 Materials For Drain, Waste, Vent Pipe And Fittings*; amend table to prohibit Asbestos-Cement, Co-Extruded ABS (Schedule 40), Co- Extruded PVC (Schedule 40), Copper (Type DWV), Polyethylene, and Stainless Steel 316L material listings from Building Sewer Pipe and Fittings applications. Also, add footnote 1, and associate footnote 1 with material listing PVC (Schedule 40), to include "SDR 26" as permitted in Building Sewer Pipe and Fittings applications.

- (r) *Section 906.1 Roof Termination*; amend to read as follows:

906.1 Roof Termination. Each vent pipe or stack shall extend through its flashing and shall terminate vertically not less than 10 inches (254 mm) above the roof nor less than 1 foot (305 mm) from a vertical surface.

- (s) *Section 1208.2 Provision for Location of Point of Delivery*; amend to read as follows:

1208.2 Provision for Location of Point of Delivery. The location of the point of delivery shall be acceptable to the serving gas supplier and extend 6 inches (152.4 mm) beyond the exterior surface of the structure. Gas piping shall be sleeved with plastic pipe or an approved inert material when passing through any exterior wall or any interior concrete or masonry wall. The interior space between the gas piping and sleeve shall be sealed at the wall to prevent entry of water, insects, or rodents.(NFPA 54:5.2)

- (t) *Section 1208.5.2.2 Copper and Copper Alloy*; amend to read as follows:

1208.5.2.2 Reserved.

- (u) *Section 1208.5.2.3 Aluminum Alloy*; amend to read as follows:

1208.5.2.3 Reserved.

- (v) *Section 1208.5.3 Metallic Tubing*; amend to read as follows:

1208.5.3 Reserved.

- (w) *Section 1208.5.3.1 Steel*; amend to read as follows:

1208.5.3.1 Reserved.

- (x) *Section 1208.5.3.2 Copper and Brass*; amend to read as follows:

1208.5.3.2 Reserved.

- (y) *Section 1208.5.3.3 Aluminum Alloy*; amend to read as follows:

1208.5.3.3 Reserved.

- (z) *Section 1208.5.3.4 Corrugated Stainless Steel*; amend to read as follows:

1208.5.3.4 Reserved.

(aa) *Section 1208.5.8.2 Tubing Joints*; amend to read as follows:

1208.5.8.2 Prohibited.

(bb) *Section 1208.5.8.3 Flared Joints*; amend to read as follows:

(cc) *Section 1210.1.7 Plastic Piping*; strike exception number 2.

(dd) *Section 1210.13 Systems Containing Gas-Air Mixtures Outside the Flammable Range*; amend to read as follows:

1012.13 Reserved.

(ee) *Section 1210.14 Systems Containing Flammable Gas-Air Mixtures*; amend to read as follows:

1012.14 Reserved.

(ff) *Section 1213.3 Test Pressure*; amend to read as follows:

1213.3 Test Pressure. This inspection shall include an air, CO₂, or nitrogen pressure test, at which time the gas piping shall stand a pressure of not less than 30 psi (206.84 kPa) gauge pressure. Test pressures shall be held for a length of time satisfactory to the Authority Having Jurisdiction, but in no case less than 30 minutes with no perceptible drop in pressure. For welded piping, and for piping carrying gas at pressures in excess of 14 inches water column pressure (3.5 kPa), the test pressure shall be not less than 60 psi (414 kPa) and shall be continued for a length of time satisfactory to the Authority Having Jurisdiction, but in no case for less than 30 minutes.

These tests shall be made using air, CO₂, or nitrogen pressure and shall be made in the presence of the Authority Having Jurisdiction. Necessary apparatus for conducting tests shall be furnished by the permit holder. Test gauges used in conduction tests shall be in accordance with Section 318.0

ARTICLE 9. FUEL GAS CODE

Sec. 9-901. International Fuel Gas Code adopted.

The International Fuel Gas Code, ~~2015~~2018 edition, as recommended by the International Code Council (ICC), and herein adopted by the City of Fremont is hereby amended to include the following local amendments.

Sec. 9-902. City of Fremont local amendments.

Reserved.

ARTICLE 10. PROPERTY MAINTENANCE CODE

Sec. 9-1001. International Property Maintenance Code adopted.

The International Property Maintenance Code, ~~2015~~2018 edition, as recommended by the International Code Council (ICC), and herein adopted by the City of Fremont is hereby amended to include the following local amendments.

Sec. 9-1002. City of Fremont local amendments.

(a) *Section [A]102.3 Application of other codes*; amend to read as follows:

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[A] 102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the *International Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, Uniform Mechanical Code, International Residential Code, Uniform Plumbing Code* and NFPA 70.

(b) *Section [A]107.2 Form*; amend item number 4 to read as follows:

4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the property, *dwelling unit*, or structure into compliance with the provisions of this code.

(c) *Section [A]111.1 Application for appeal*; amend to read as follows:

[A] 111.1 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 10 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted.

(d) *Section [A]111.2 Membership of board*; amend to read as follows:

[A] 111.2 Membership of board. The board of appeals shall consist of a minimum of five members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The code official shall be an ex-officio member but shall have no vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms.

(e) *Section [A]111.2.4 Secretary*; amend to read as follows:

[A] 111.2.4 Secretary. The *code official* shall serve as secretary to the board. The secretary shall maintain a detailed record of all proceedings in the office of the *code official*.

(f) *Section [A]111.6 Board decision*; amend to read as follows:

[A] 111.6 Board decision. The board shall modify or reverse the decision of the *building official* only by a concurring vote of two-thirds of its members.

(g) *Section [A]111.6.1 Records and copies*; amend to read as follows:

[A] 111.6.1 Records and copies. The decision of the board shall be recorded. Copies shall be furnished to the appellant.

(h) *Section [A]111.7 Court review*; amend to read as follows:

[A] 111.7 Council review. Any person, whether or not a previous party of the appeal, shall have the right to apply to the governing body of the city for reversal or affirmation, wholly or partly, the decision of the board. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

ARTICLE 11. ENERGY CONSERVATION CODE

Sec. 9-1101. International Energy Conservation Code adopted.

The International Energy Conservation Code, 2009 2018 edition with amendments, as recommended by the International Code Council (ICC), and herein adopted by the City of Fremont is hereby amended to include the following local amendments.

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Sec. 9-1102. City of Fremont amendments.

- (a) Delete Blower Test
- (b) Amend the duct testing to provide the option of adding spray foam insulation to ductwork located in the unconditioned space in lieu of sealing and then testing the ductwork. The rational is that the cost associated with testing the ductwork is comparable to the application of spray foam around the ductwork in the cold attic space.
- (c) Wall cavities may be used as duct or plenum if completely panned and sealed.
- (d) Mandatory requirement for mechanical ventilations has been deleted.
- (e) Basement walls need to be insulated with R13 in lieu of R15 or R19.

Reserved.

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ARTICLE 12. TO WHOM PERMITS MAY BE ISSUED

Sec. 9-1201. Permit issuance.

- (a) *Reserved.*
- (b) *Electrical, Mechanical, and Plumbing Codes.* No permit shall be issued to any person to do or cause to be done any work regulated by electrical, mechanical, plumbing or fuel gas codes, except to a person holding a valid, unexpired and unrevoked Master Registration, issued by the City, as more fully described herein.

Exception:

1. Any homeowner may install electrical wiring (not including electrical service equipment or electrical wiring associated with spas, hot tubs, underground swimming pools, or pools used for therapeutic use), heating or air conditioning equipment, and plumbing fixtures or water conditioning appurtenances in a single-family residence which is owned and occupied by the individual performing the work. The homeowner shall own both the single-family residence and the land or property that the residence is located on. All work shall be for the personal enjoyment of the homeowner without compensation or pay from or to any other person for such labor or installation. The homeowner shall be required to file plans, apply for and secure a permit, pay applicable fees, and call for inspection - such installation being compliant with the requirements of this code. Nothing herein shall be construed to authorize the homeowner to perform similar work on property not owned and occupied by the homeowner for which a registration is otherwise required.
 2. The installation, repair, replacement, relocation, or removal of water conditioning appliances, including piping to hot and cold water lines and drains for such purposes, in whole or in part.
- (c) *Onsite Wastewater Treatment Systems.* No permit shall be issued to any person to do or cause to be done any work regulated by the state of Nebraska or any of these codes pertaining to onsite wastewater treatment systems, in whole or in part, except to a person holding a valid, unexpired and unrevoked Onsite Wastewater Treatment Professional Registration, issued by the City, as more fully described herein.
 - (d) *Water Conditioning Systems.* No permit shall be issued to any person to do or cause to be done any work incidental to complete the installation, repair, replacement, relocation, or removal of water conditioning appliances, including piping to hot and cold water lines and drains for such purposes, in whole or in part,

except to a person holding a valid, unexpired and unrevoked Water Conditioning Contractor/Installer Registration, issued by the City as more fully described herein.

Sec. 9-1202. Registration.

(a) *Reserved.*

(b) *Master Registration.* A Master Registration may be issued to an electrician, mechanic (including heating, ventilation and air conditioning (HVAC) technicians), steamfitter, pipefitter, or plumber engaged in the business of and skilled in the planning, superintending and practical installation of electrical, mechanical, plumbing, fuel gas or onsite wastewater treatment systems and who is familiar with the ordinances and regulations governing the same as regulated by this code.

No person shall engage in the electrical, mechanical, steam-fitting, pipefitting, plumbing business, erection, installation, construction, alteration, relocation, replacement, repair, maintenance, removal or demolition of any electrical, mechanical, or plumbing system, in whole or in part, as may be regulated by this code and for which a permit is required, within the City and its 2-mile extraterritorial jurisdiction without having first obtained a Master Registration. In order to obtain a Master Registration from the City an individual shall complete an application form - said form made available by the office of the code official - and provide evidence of passed examination (for which a registration is sought) as further described herein, and provide a copy of a certificate of liability insurance in accordance with Section 9-1204.

(c) *Journeyman Registration.* A Journeyman Registration may be issued to an electrician, mechanic (including heating, ventilation and air conditioning (HVAC) technicians), steamfitter, pipefitter, or plumber having the necessary qualifications, training, experience, and technical knowledge to erect, install, construct, alter, relocate, replace, repair, maintain, remove or demolish any electrical, mechanical, or plumbing equipment regulated by this code.

No person shall engage in the electrical, mechanical, steam-fitting, pipefitting, plumbing business, erection, installation, construction, alteration, relocation, replacement, repair, maintenance, removal or demolition of any electrical, mechanical, or plumbing system, in whole or in part, as may be regulated by this code and for which a permit is required, within the City and its 2-mile extraterritorial jurisdiction without having first obtained a Journeyman Registration. In order to obtain a Journeyman Registration from the City an individual shall complete an application form - said form made available by the office of the code official - and provide evidence of passed examination (for which a registration is sought) as further described herein.

(d) *Apprentice Registration.* An Apprentice Registration may be issued to an electrician, mechanic (including heating, ventilation and air conditioning (HVAC) technicians), steamfitter, pipefitter, or plumber engaged in learning and assisting in the erection, installation, construction, alteration, relocation, replacement, repair, maintenance, removal or demolition of any electrical, mechanical, or plumbing equipment regulated by this code.

No person shall engage in the electrical, mechanical, steam-fitting, pipefitting, or plumbing business, erection, installation, construction, alteration, relocation, replacement, repair, maintenance, removal or demolition of any electrical, mechanical, or plumbing system, in whole or in part, as may be regulated by this code and for which a permit is required, within the City and its 2 mile extraterritorial jurisdiction except under the personal supervision and direction and in the presence of a duly registration tradesman carrying a valid, unexpired and unrevoked Master Registration or Journeyman Registration, for the respective trade. On-site supervision of an Apprentice Registration to Journeyman Registration should follow a 3:1 ratio.

(e) *Onsite Wastewater Treatment Professionals Registration.* An Onsite Wastewater Treatment Professionals Registration may be issued to an onsite wastewater treatment professional engaged in the business of and skilled in the planning, superintending and practical installation of onsite wastewater treatment systems and

who is familiar with the ordinances and regulations governing the same as regulated by the state of Nebraska and this code.

No person shall engage in the onsite wastewater treatment business, installation, construction, alteration, relocation, replacement, repair, maintenance, removal or demolition of any onsite wastewater treatment system, in whole or in part, as may be regulated by the state of Nebraska or any of these codes pertaining to onsite wastewater treatment systems for which a permit is required, within the City and its 2 mile extraterritorial jurisdiction without having first obtained an Onsite Wastewater Treatment Professionals Registration. In order to obtain an Onsite Wastewater Treatment Professionals Registration from the City an individual shall complete an application form - said form made available by the office of the code official - and provide evidence of passed examination (for which a registration is sought) as further described herein, and provide a copy of a certificate of liability insurance in accordance with Section 9-1204.

- (f) *Water Conditioning Contractor/Installer Registration.* A Water Conditioning Contractor/Installer Registration may be issued to a water conditioning system contractor and/or installer engaged in the business of and skilled in the installation, repair, replacement, relocation, or removal of water conditioning appliances, including piping to hot and cold water lines and drains for such purposes, regulated by this code.

No person shall engage in the installation, repair, replacement, relocation, or removal of water conditioning appliances, including piping to hot and cold water lines and drains for such purposes, in whole or in part, as may be regulated by this code and for which a permit is required, within the City and its 2 mile extraterritorial jurisdiction without having first obtained a Water Conditioning Contractor/Installer Registration. In order to obtain a Water Conditioning Contractor/Installer Registration from the City an individual shall complete an application form - said form made available by the office of the code official - and provide evidence of passed examination (for which a registration is sought) as further described herein, and provide a copy of a certificate of liability insurance in accordance with Section 9-1204.

- (g) *Expiration.* Registration shall expire annually on the anniversary date of the date of issuance. A renewal application must be received by the offices of the code official, along with a renewal fee, no less than 90 days after the expiration date in order to avoid work stoppages. Any work performed on an expired registration is considered to be work performed without a registration and is subject to the same penalties as described herein.

Sec. 9-1203. Examination.

- (a) *Electricians.* Electricians will have taken - and successfully passed - a written examination given by the Nebraska State Electrical Board or one of its reciprocating agencies.
- (b) *Mechanics, Steamfitters, and Pipefitters.* Mechanics (including heating, ventilation and air conditioning (HVAC) technicians), Steamfitters, and Pipefitters will have taken - and successfully passed - a written examination administered by the National Inspection Testing and Certification Corporation (NITC), or the Education Testing Service (ETS) **or written examination given by the Building Department Inspector. A grade of 75% will be considered as passing. Fees will be \$250.00 for a master test and \$100.00 for journeymen and apprentices.**

Exception: Mechanics (including heating, ventilation and air conditioning (HVAC) technicians), Steamfitters, and Pipefitters having taken - and successfully passed - a written examination in obtaining a registration from another Nebraska municipality having similar examination procedures, may provide a copy of such valid, unexpired and unrevoked registration in lieu of passed examination evidence.

- (c) *Plumbers.* Plumbers will have taken - and successfully passed - a written examination administered by the National Inspection Testing and Certification Corporation (NITC) or Education Testing Service (ETS), **or a written examination given by the Building Department Inspector. A grade of 75%.will be considered passing. Fees will be \$250.00 for a master test and \$100.00 for journeymen and apprentices.**

Exception: Plumbers having taken - and successfully passed - a written examination in obtaining a registration from another Nebraska municipality having similar examination procedures, may provide a copy of such valid, unexpired and unrevoked registration in lieu of passed examination evidence.

- (d) *Onsite Wastewater Treatment Professionals.* Onsite Wastewater Treatment Professionals will have taken - and successfully passed - a written examination administered by the State of Nebraska Department of Environmental Quality (NDEQ).
- (e) *Water Conditioning Contractor/Installer.* Water Conditioning Contractor/Installer will have taken - and successfully passed - a written examination administered by the code official.

Exception: Water Conditioning Contractor/Installer having taken - and successfully passed - a written examination in obtaining registration from another Nebraska municipality having similar examination procedures, may provide a copy of such valid, unexpired and unrevoked registration in lieu of passed examination evidence.

Sec. 9-1204. Liability insurance.

Before any registration may be issued, an unexpired certificate of liability insurance in an amount of no less than \$1,000,000, with the City being named as additionally insured, shall be filed with the City. The certificate shall remain unexpired as long as the applicant maintains a registration and the certificate shall state that the applicant shall indemnify and hold harmless the City, and shall indemnify and person from all damages caused by any neglect arising from a failure to protect any work and that such applicant shall be governed by the rules and requirements provided by this code and which may be hereafter adopted by the City. Such policy of insurance shall provide that it cannot be canceled until ten (10) days written notice of such cancellation has been filed with the City. Cancellation or termination of any insurance policy issued for or in compliance with the provision hereof shall automatically terminate any registration, unless another policy complying with the provisions herein shall be provided and in full force and effect at the time such a cancellation or termination becomes effective.

Sec. 9-1205. Swimming pools.

- (a) Any structure intended for swimming or recreational bathing that contains water more than 24 inches (610 mm) deep. This includes in-ground, above-ground and on-ground swimming pools, hot tubs and spas.
- (b) An outdoor swimming pool, including an in-ground, above-ground or on-ground pool, hot tub or spa, shall be surrounded by a barrier which shall comply with the following:
 - (1) The top of the barrier shall be at least 72 inches (1828.8 mm) above grade measured on the side of the barrier which faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches (51 mm) measured on the side of the barrier which faces away from the swimming pool. Where the top of the pool structure is above grade, such as an above-ground pool, the barrier may be at ground level, such as the pool structure, or mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4 inches (102 mm).
 - (2) Openings in the barrier shall not allow the passage of a 4-inch-diameter (102 mm) sphere.
 - (3) Solid barriers which do not have openings, such as a masonry or stone wall, shall not contain indentations or protrusions, except for normal construction tolerances and tooled masonry joints.
 - (4) Maximum mesh size for chain link fences shall be a 2 ¼ -inch (57 mm) square, unless the fence has slats fastened at the top or the bottom which reduce the openings to not more than 1 ¾ inches (44 mm).
 - (5) Where the barrier is composed of diagonal members, such as a lattice fence, the maximum opening formed by the diagonal members shall not be more than 1 ¾ inches (44mm).

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- (6) Access gates shall comply with the requirements of Items a through e, and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool, and shall be self-closing and have a self-latching device. Gates, other than pedestrian access gates, shall have a self-latching device. Where the release mechanism of the self-latching device is located less than 54 inches (1372 mm) from the bottom of the gate, the release mechanism and openings shall comply with the following:
- a. The release mechanism shall be located on the pool side of the gate at least 3 inches (76 mm) below the top of the gate; and
 - b. The gate and barrier shall have no opening larger than ½ inch (12.7 mm) within 18 inches (457 mm) of the release mechanism.
- (7) Where a wall of a dwelling serves as part of the barrier, one of the following conditions shall be met:
- a. The pool shall be equipped with a powered safety cover in compliance with ASTM F 1346;
 - b. Doors with direct access to the pool through that wall shall be equipped with an alarm which produces an audible warning when the door and/or its screen, if present, are opened. The alarm shall be listed and labeled in accordance with UL 2017. The deactivation switch(es) shall be located at least 54 inches (1372 mm) above the threshold of the door; or
 - c. Other means of protection, such as self-closing doors with self-latching devices, which are approved by the governing body, shall be acceptable as long as the degree of protection afforded is not less than the protection afforded by Item g.i or g.ii described herein.
- (8) Where an above-ground pool structure is used as a barrier or where the barrier is mounted on top of the pool structure, and the means of access is a ladder or steps:
- a. The ladder or steps shall be capable of being secured, locked or removed to prevent access; or
 - b. The ladder or steps shall be surrounded by a barrier which meets the requirements of Items a through g. When the ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a 4-inch-diameter (102 mm) sphere.
- (c) Barriers shall be located to prohibit permanent structures, equipment or similar objects from being used to climb them.

Fee Schedule Appendix A

On buildings and structures, or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the following schedule:

Permit fees for *new construction* and *additions* shall be based on the total construction value of the proposed work. The total construction value shall include all labor and material cost including electrical, mechanical, plumbing, etc. The valuation shall be based on the published values per square foot as established by the International Code Council Building Valuation Data (BVD) using a regional construction cost adjustment factor of .0055 except where a valid cost breakdown is submitted to and approved by the Building Official. The BVD will be updated every even year to the February table published that year. A valid cost breakdown shall be the actual contract cost (including all labor and materials) as provided by the applicant and accepted as reasonable by the Building Official.

Any finished basements that are completed *during* the new construction, the fee for the basement square footage will be assessed at thirty (30) percent of the BVD.

The total valuation of building alterations, accessory structures, decks, porches, in-ground pools, roofs, siding, windows, doors, gutters and other work not specifically stated in flat fee permit list shall be based on actual contract cost (including all labor and materials) or estimated cost as established by the Building Official based on cost typically charged for the work. The valuation for projects listed above must include electrical, plumbing and/or mechanical fees if that work is being completed. See the following fee schedule:

TOTAL VALUATION	FEE
\$1.00 to \$1,600.00	See Fremont Master Fee Schedule
\$1,601.00 to \$2,000.00	See Fremont Master Fee Schedule
\$2,001.00 to \$25,000.00	See Fremont Master Fee Schedule
\$25,001.00 to \$50,000.00	See Fremont Master Fee Schedule
\$50,001.00 to \$100,000.00	See Fremont Master Fee Schedule
\$100,001.00 to \$500,000.00	See Fremont Master Fee Schedule; \$1,000.00 or fraction thereof, up to and including \$500,000.00
\$500,001.00 and over	See Fremont Master Fee Schedule; \$1,000.00 or fraction thereof

Flat Fee Permits	
Above Ground Pool	See Fremont Master Fee Schedule
Commercial Work-Site Trailer (includes all hookups)	See Fremont Master Fee Schedule
Electrical - 101—200 Amp	See Fremont Master Fee Schedule
Electrical - 1—100 Amp	See Fremont Master Fee Schedule
Electrical - 201—400 Amp	See Fremont Master Fee Schedule
Electrical - 401—600 Amp	See Fremont Master Fee Schedule
Electrical - 601—800 Amp	See Fremont Master Fee Schedule
Electrical - 801—1000 Amp	See Fremont Master Fee Schedule
Electrical - Larger than 1001 Amp	See Fremont Master Fee Schedule
Electrical - New Branch Circuit and Feeders	See Fremont Master Fee Schedule
Electrical - Repair work on existing sign	See Fremont Master Fee Schedule

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Electrical - Repair/Work Existing Electrical Service	See Fremont Master Fee Schedule
Electrical - Storm Damage Repair	See Fremont Master Fee Schedule
Fence/Retaining Wall (0—300 Lineal Feet)	See Fremont Master Fee Schedule
Fence/Retaining Wall (301+ Lineal Feet)	See Fremont Master Fee Schedule
Flood Plain Development	See Fremont Master Fee Schedule
Full Demolition	See Fremont Master Fee Schedule
Residential/Commercial Grading	See Fremont Master Fee Schedule
Interior Demolition	See Fremont Master Fee Schedule
Letter of Flood Plain Determination	See Fremont Master Fee Schedule
Letter of Map Amendment (LOMA) Community Acknowledgement	See Fremont Master Fee Schedule
Mechanical - Cooling Only Replacement (includes electrical)	See Fremont Master Fee Schedule
Mechanical - Gas Piping	See Fremont Master Fee Schedule
Mechanical - Heating and Cooling Replacement (includes electrical)	See Fremont Master Fee Schedule
Mechanical - Heating Only Replacement (includes electrical)	See Fremont Master Fee Schedule
Mechanical - Medical Gas Piping (up to 3 openings)	\$30
Mechanical - Medical Gas Piping (4 or more openings)	\$10 per additional opening
New Mobile Home (includes all hookups)	See Fremont Master Fee Schedule
Plumbing - Backflow Preventer/City Service Containment Device (RPZ)	See Fremont Master Fee Schedule
Plumbing - Fixture Opening	See Fremont Master Fee Schedule
Plumbing - Gas Piping	See Fremont Master Fee Schedule
Plumbing - Sprinkler System/Backflow Prevention	See Fremont Master Fee Schedule
Plumbing - Water Conditioner	See Fremont Master Fee Schedule
Plumbing - Water Heater	See Fremont Master Fee Schedule
Septic System	See Fremont Master Fee Schedule
Septic System-Field Only	See Fremont Master Fee Schedule
Septic System-Tank Only	See Fremont Master Fee Schedule
Sign - 1—35 Sq Ft	See Fremont Master Fee Schedule
Sign - 36—75 Sq ft	See Fremont Master Fee Schedule
Sign - 76—150 Sq Ft	See Fremont Master Fee Schedule
Sign - 151—300 Sq Ft	See Fremont Master Fee Schedule
Sign - Over 300 Sq Ft	See Fremont Master Fee Schedule
Sign - Temporary	See Fremont Master Fee Schedule

Any encroachment in the right of way in the Downtown Commercial District, such as sidewalk cafés, awnings, etc will be assessed by the following fee schedule:

Any encroachment in the right of way in the Downtown Commercial District, such as sidewalk cafés, awnings, etc will be assessed by the following fee schedule:

Project Valuation	Fee
\$1.00—\$50.00	See Fremont Master Fee Schedule
\$51.00—\$200.00	See Fremont Master Fee Schedule
\$201.00—\$1,000.00	See Fremont Master Fee Schedule

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\$1,001.00—\$5,000.00	See Fremont Master Fee Schedule
Over \$5,001.00	See Fremont Master Fee Schedule

Other Plan Review and Inspection Related Fees:

- (1) Inspections Performed Outside of Normal Business Hours. Where previously approved by the Code Official, inspections performed outside of normal business hours shall be billed at a rate in accordance with the Fremont Master Fee Schedule with a minimum of a one and one-half (1 ½) hour charge.
- (2) Re-inspections. A re-inspection fee in accordance with the Fremont Master Fee Schedule may be assessed by the Code Official when:
 - a. Inspections called for are not ready, or are not readily available for inspection,
 - b. The building address or permit is not clearly posted,
 - c. City approved plans are not on-site, or
 - d. Correction items have not been corrected.
- (3) Plan Review and Inspections for Which No Fee is Specifically Identified. Plan review fee and inspection fees, including re-review of shall be assessed at a rate according the Fremont Master Fee Schedule.

Work Performed Without A Permit: If work for which a permit is required by the building ordinance is commenced prior to obtaining a required permit, the following penalties will be assessed:

- (a) First Offense: A fee of \$100.00 plus the permit fees per the Fremont Master Fee Schedule.
- (b) Second Offense: A fee of \$500.00 plus the permit fees per the Master Fee Schedule.
- (c) Third Offense: A general contractor performing work without a permit will not be issued any building permits for 6 months and must be reviewed by the Building Code Advisory and Appeals Board before reissuance of permits. The master registration for the electrical, mechanical or plumbing contractor performing work without a permit will be revoked for six (6) months and reinstated after review by the Building Code Advisory and Appeals Board.

Registration Fees: All tradesmen engaged in the electrical, mechanical, or plumbing contracting business, erection, installation, construction, alteration, relocation, replacement, repair, maintenance, removal or demolition of any electrical, mechanical, or plumbing system, in whole or in part, are required to obtain an occupational registration and pay a fee as follows:

REGISTRATION	FEE
Master Registration	See Fremont Master Fee Schedule
Master Examination*	See Fremont Master Fee Schedule
Journeyman Registration	See Fremont Master Fee Schedule
Journeyman Examination*	See Fremont Master Fee Schedule
Apprentice Registration	See Fremont Master Fee Schedule
Onsite Wastewater Treatment Professional Registration	See Fremont Master Fee Schedule
Water Conditioning Contractor/Installer Registration	See Fremont Master Fee Schedule
Water Conditioning Contractor/Installer Examination*	See Fremont Master Fee Schedule
Renewal Fee	See Fremont Master Fee Schedule

* For examinations administered by the City. All other examination fees shall be paid directly to the proctor.

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(Ord. No. 5455, 7-31-18; Ord. No. 5476, 10-30-18; Ord. No. 5524, § 1, 1-28-20)

SECTION 2. REPEALER. That all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY. That if any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

PASSED AND APPROVED THIS 31ST DAY OF AUGUST 2021.

Joey Spellerberg, Mayor

Tyler Ficken, City Clerk

ORDINANCE NO. 5579

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING CHAPTER 9 OF THE FREMONT MUNICIPAL CODE REGULATING AND GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDING AND STRUCTURES; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERABILITY AND SAVING CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council for the City of Fremont, Nebraska, seeks to promote the general health, safety, morals, and welfare of the community; and

WHEREAS, the general health, safety, morals and welfare will be best served by updating certain codes heretofore adopted by the City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, AS FOLLOWS:

SECTION 1. MUNICIPAL CODE AMENDMENT. That Fremont Municipal Code (FMC) Chapter 9 Building Regulations is hereby amended as follows:

International Building Code (IBC) - 2018 Edition: Chapters 1—26, Chapters 30—35, and Appendices C, G, I, and J.

International Fire Code - 2018 Edition: All Chapters and Appendix D.

International Residential Code (IRC) - 2018 Edition: Chapters 1—10, Chapters 43—44, and Appendices E, F, H, and I.

NFPA 70: National Electrical Code (NEC) - 2017 Edition: All Chapters.

International Existing Building Code (IEBC) - 2018 Edition: All Chapters.

Uniform Mechanical Code (UMC) - 2018 Edition: All Chapters.

Uniform Plumbing Code (UPC) - 2018 Edition: All Chapters.

International Fuel Gas Code (IFGC) - 2018 Edition: All Chapters.

International Property Maintenance Code (IPMC) - 2018 Edition: All Chapters.

International Energy Conservation Code (IECC) – 2009 2018 Edition: All Chapters.

Sec. 9-102. Amendments.

The City Council may, from time to time, by ordinance adopt amendments and revisions to the above enumerated codes. Copies of each of the above adopted codes, and any additional building regulations or codes adopted hereafter, shall be maintained in the office of the city clerk for inspection. Copies of amendments or revisions to the above enumerated codes shall also be maintained in the office of the city clerk for inspection. Any reference to the aforementioned codes shall be considered as inclusive of any amendments made thereto.

ARTICLE 2. BUILDING CODE.

Sec. 9-201. International Building Code adopted.

The International Building Code, 2018 edition: Chapters 1-26, Chapters 30-35, and Appendices C, G, I, and J, as recommended by the International Code Council (ICC), and herein adopted by the City of Fremont is hereby amended to include the following local amendments.

- 、
- (a) *Section [A]105.2 Work exempt from permit*; amend building exemption number 1 to read as follows:
 - 1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 80 square feet (7.43 m²).
 - (b) *Section [A]105.2 Work exempt from permit*; amend building exemption number 2 to read as follows:
 - 2. Fences not over 30 inches (762mm) high.
 - (c) *Section [A]105.2 Work exempt from permit*; amend building exemption number 7 to read as follows:
 - 7. Painting, papering, tiling, carpeting, counter tops and similar finish work.
 - (d) *Section [A] 105.2 Work exempt from permit*; strike electrical, gas, mechanical, and plumbing exemptions.
 - (e) *Section [A]105.3 Application for permit*; amend to read as follows:

[A] 105.3 Application for permit. To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the department of building safety for that purpose. Such application shall:

 - 1. Identify and describe the work to be covered by the permit for which application is made.
 - 2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.
 - 3. Indicate the use and occupancy for which the proposed work is intended.
 - 4. Be accompanied by construction documents and other information as required in Section 107.
 - 5. State the valuation of the proposed work.
 - 6. Be signed by the applicant, or the applicant's authorized agent. Give such other data and information as required by the building official.
 - 7. Be accompanied by approved plan review from the Nebraska State Fire Marshall's office and approval of the State Architect and Engineer's Board.
 - (f) *Section 406.3.4 Separation*; amend scenario 1 to read as follows:
 - 1. The private garage shall be separated from the dwelling unit and its attic area by means of gypsum board, not less than 5/8 inch (15.9 mm) in thickness, applied to the garage side. Garages beneath habitable rooms shall be separated from all habitable rooms above by not less than a 5/8 inch (15.9 mm) Type X gypsum board or equivalent and 5/8 inch (15.9 mm) gypsum board applied to structures supporting the separation from habitable rooms above the garage. Door openings between a private garage and the dwelling unit shall be equipped with either solid wood doors or solid or honeycomb core steel doors not less than 1 3/8 inches (34.9 mm) in thickness, or doors in compliance with Section 716.5.3 with a fire protection rating of not less than 20 minutes. Openings from a private garage

directly into a room used for sleeping purposes shall not be permitted. Doors shall be self-closing and self-latching.

(g) *Section 1612.3 Establishment of flood hazard areas*, amend to read as follows:

1612.3 Establishment of flood hazard areas. To establish flood hazard areas, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for City of Fremont, Nebraska," dated August, 1978, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

(h) *Section 1809.5. Frost Protection*; amend exception 2 to read as follows:

2. Area of 400 square feet (37 m²) or less; and

(i) *Table 1809.7 Prescriptive Footings Supporting Walls Of Light- Frame Construction*; amend to read as follows:

TABLE 1809.7 PRESCRIPTIVE FOOTINGS SUPPORTING WALLS OF LIGHT-FRAME CONSTRUCTION^{a, b, c, d, e}

Number of Floors Supported By The Footing ^f	Width of Footings (inches)	Thickness of Footings (inches)
1	16	8
2	20	10
3	24	12

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

- a. Depth of footings shall be in accordance with Section 1809.4.
- b. The ground under the floor shall be permitted to be excavated to the elevation of the top of the footing.
- c. Interior stud-bearing walls shall be permitted to be supported by isolated footings. The footing width and length shall be twice the width shown in this table, and footings shall be spaced not more than 6 feet on center.
- d. See Section 1905 for additional requirements for concrete footings of structures assigned to Seismic Design Category C, D, E or F.
- e. For thickness of foundation walls, see Section 1807.1.6.
- f. Footings shall be permitted to support a roof in addition to the stipulated number of floors. Footings supporting roof only shall be as required for supporting one floor.

(j) *Section 3103.1 General*; amend to read as follows:

3103.1 General. The provisions of Sections 3103.1 through 3103.4 shall apply to structures erected for a period of less than 180 days, between April 1 and October 31. Tents and other membrane structures erected for a period of less than 180 days shall comply with the International Fire Code. Those erected for a longer period of time shall comply with applicable sections of this code.

ARTICLE 3. FIRE CODE

Sec. 9-301. International Fire Code adopted.

The International Fire Code, 2018 edition: All Chapters and Appendix D, as recommended by the International Code Council (ICC), and herein adopted by the City of Fremont is hereby amended to include the following local amendments.

Sec. 9-302. City of Fremont local amendments.

Reserved.

ARTICLE 4. RESIDENTIAL CODE

Sec. 9-401. International Residential Code adopted.

The International Residential Code, 2018 edition: Chapters 1-10, Chapters 43-44, and Appendices E, F, G, H, and I, as recommended by the International Code Council (ICC), and herein adopted by the City of Fremont is hereby amended to include the following local amendments.

Sec. 9-402. City of Fremont local amendments.

- (a) *Section R105.2 Work exempt from permit*; amend building exemption number 1 to read as follows:
 - 1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 80 square feet (7.43 m2).
- (b) *Section R105.2 Work exempt from permit*; amend building exemption number 2 to read as follows:
 - 2. Fences not over 30 inches (762 mm) high.
- (c) *Section R105.2 Work exempt from permit*; amend building exemption number 6 to read as follows:
 - 6. Painting, papering, tiling, carpeting, counter tops and similar finish work.
- (d) *Section R105.2 Work exempt from permit*; amend building exemption number 7 to read as follows:
 - 7. Prefabricated swimming pools that are less than 18 inches (457.2 mm) deep.
- (e) *Section R105.2 Work exempt from permit*; amend building exemption number 10 to read as follows:
 - 10. Decks not exceeding 80 square feet (7.43 m2) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4.
- (f) *Section R105.2 Work exempt from permit*; strike electrical, gas, and mechanical exemptions.
- (g) *Section R105.8 Responsibility*; amend to read as follows:

R105.8 Responsibility. It shall be the duty of every person who performs work for the installation or repair of building and structure systems, for which this code is applicable, to comply with this code.
- (h) *Table R301.2(1) Climatic And Geographic Design Criteria*; amend to read as follows:

TABLE R301.2(1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

	WIND DESIGN	SUBJECT TO DAMAGE FROM
--	-------------	------------------------

GROUND SNOW LOAD	Speed ^d (mph)	Topographic effects ^k	Special Wind	Wind-borne	SEISMIC DESIGN CATEGORY	Weathering ^a	Frost line depth ^b	Termite ^c	WINTER DESIGN TEMP ^e	ICE BARRIER UNDER- LAYMENT RE QUIRED ^h	FLOOD HAZ- ARDS ^g	AIR FREEZING INDEX ⁱ	MI AN TE
25lb LL	115 (55) EXPC	N/A	No	No	A	Severe	36"	Moderate to Heavy	-5	Yes	1978 1-2-08	2500	50

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

^a Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index (i.e., "negligible," "moderate" or "severe") for concrete as determined from the Weathering Probability Map [Figure R301.2(3)]. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.

^b The frost line depth may require deeper footings than indicated in Figure R403.1(1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.

^c The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.

^d The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2(4)A]. Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.

^e The outdoor design dry-bulb temperature shall be selected from the columns of 97 1/2-percent values for winter from Appendix D of the International Plumbing Code. Deviations from the Appendix D temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official.

^f The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.

^g The jurisdiction shall fill in this part of the table with (a) the date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas), (b) the date(s) of the Flood Insurance Study and (c) the panel numbers and dates of all currently effective FIRMs and FBFMs or other flood hazard map adopted by the authority having jurisdiction, as amended.

^h In accordance with Sections R905.1.2, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."

ⁱ The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99 percent) value on the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."

^j The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."

^k In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

^l In accordance with Figure R301.2(4)A, where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with "YES" and identify any specific requirements. Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

^m In accordance with Section R301.2.1.2.1, the jurisdiction shall indicate the wind-borne debris wind zone(s). Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

(i) **Section R302.2 Townhouses;** amend to read as follows:

R302.2 Townhouses. Each townhouse shall be considered a separate building and shall be separated by a common 2-hour fire-resistance-rated wall assembly tested in accordance with ASTM E 119 or UL 263 if such walls do not contain plumbing or mechanical equipment, ducts or vents in the cavity of the common wall. The wall shall be rated for fire exposure from both sides and shall extend to and be tight

against exterior walls and the underside of the roof sheathing. Electrical installations shall be installed in accordance with Chapters 34 through 43. Penetrations of electrical outlet boxes shall be in accordance with Section R302.4.

- (j) *Section R302.3 Two-family dwellings*; amend to read as follows:

R302.3 Two-family dwellings. Dwelling units in two-family dwellings shall be separated from each other by wall and/or floor assemblies having not less than a 2-hour fire-resistance rating when tested in accordance with ASTM E 119 or UL 263. Fire-resistance-rated floor/ceiling and wall assemblies shall extend to and be tight against the exterior wall, and wall assemblies shall extend from the foundation to the underside of the roof sheathing.

- (k) *Section R302.5.1 Opening protection*; amend to read as follows:

R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 13/8 inches (35 mm) thick, or 20-minute fire-rated doors, equipped with a self-closing device.

Exception: A self-closing device is not required in one-family dwellings.

- (l) *Table R302.6 Dwelling/Garage Separation*; amend to read as follows:

TABLE R302.6 DWELLING/GARAGE SEPARATION

SEPARATION	MATERIAL
From the residence and attics	Not less than 5/8-inch gypsum board or equivalent applied to the garage side
From all habitable rooms above the garage	Not less than 5/8-inch Type X gypsum board or equivalent
Structure(s) supporting floor/ceiling assemblies used for separation required by this section	Not less than 5/8-inch gypsum board or equivalent
Garages located less than 3 feet from a dwelling unit on the same lot	Not less than 5/8-inch gypsum board or equivalent applied to the interior side of exterior walls that are within this area

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

- (m) *Section R311.3.1 Floor elevations at the required egress doors*; amend to read as follows:

R311.3.1 Floor elevations at the required egress doors. Landings or finished floors at the required egress door shall not be more than 1 1/2 inches (38 mm) lower than the top of the threshold.

Exception: The landing or floor on the exterior side shall not be more than 7 3/4 inches (196 mm) below the top of the finished floor provided the door does not swing over the landing or floor.

Where exterior landings or floors serving the required egress door are not at grade, they shall be provided with access to grade by means of a ramp in accordance with Section R311.8 or a stairway in accordance with Section R311.7.

- (n) *Section R311.3.2 Floor elevations for other exterior doors*; amend to read as follows:

R311.3.2 Floor elevations for other exterior doors. Doors other than the required egress door shall be provided with landings or floors not more than 7 3/4 inches (196 mm) below the top of the finished floor.

Exception: A landing is not required where a stairway of four or fewer risers is located on the exterior side of the door, provided the door does not swing over the stairway.

- (o) Add *Section R302.7 Under stair protection* to read as follows:

R302.7 Under stair protection. Enclosed accessible space under stairs shall have walls, under stair surface and any soffits protected on the enclosed side with ½-inch (13 mm) gypsum board.

- (p) *Section R313 Automatic Fire Sprinkler Systems*; strike section in its entirety and amend to read as follows:

Section R313 Reserved

- (q) *Section R403.1 General*; amend to read as follows:

R403.1, General. All exterior walls shall be supported on continuous concrete footings, or other approved structural systems which shall be of sufficient design to accommodate all loads according to Section R301 and to transmit the resulting loads to the soil within the limitations as determined from the character or the soil. Footings shall be supported on undisturbed natural soils or engineered fill.

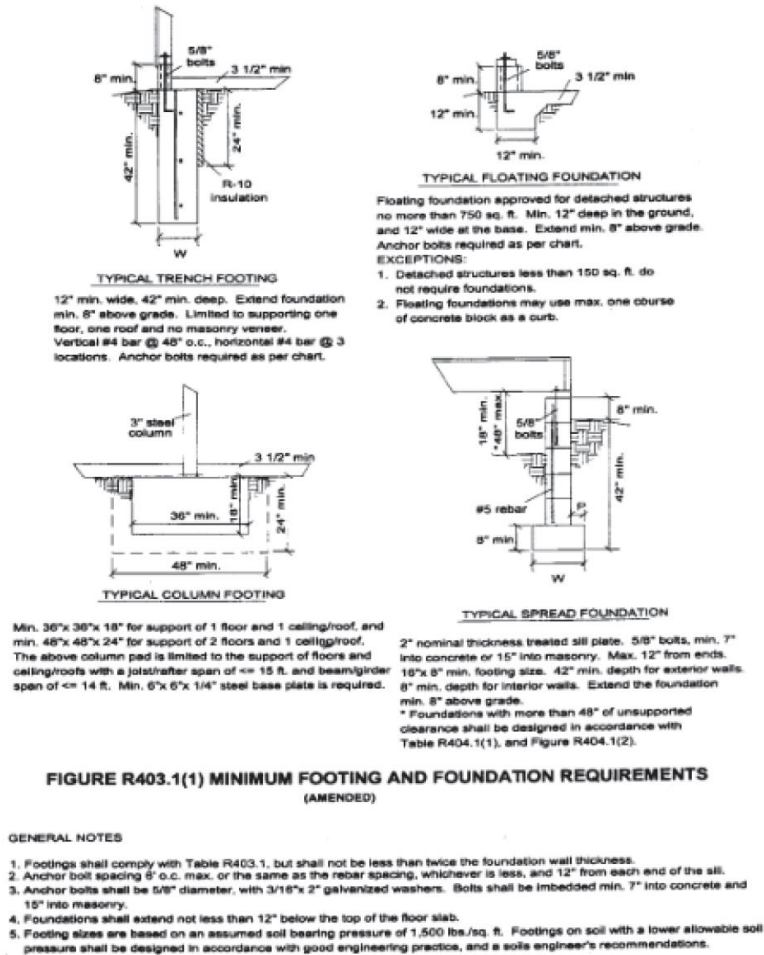
- (r) *Section R403.1.1 Minimum size*; amend to read as follows:

R403.1.1, Minimum size. Minimum sizes for concrete and masonry footings shall be as set forth in Table R403.1 and Figure R403.1(1). The footing width, W, shall be based on the load-bearing value of the soil in accordance with Table R401.4.1. Spread footings shall be at least 8 inches (203 mm) thick. Footing projections, P, shall be at least 2 inches (51 mm) and shall not exceed the thickness of the footing. The size of footings supporting piers and columns shall be based on the tributary load and allowable soil pressure in accordance with Table R 401.4.1. Footings for wood foundations shall be in accordance with the details set forth in Section R403.3, and Figures R403.1(2) and R403.1(3).

- (s) *Section R403.1.1 Minimum size*; amend to read as follows:

R403.1.1, Minimum size. Minimum sizes for concrete and masonry footings shall be as set forth in Table R403.1 and Figure R403.1(1). The footing width, W, shall be based on the load-bearing value of the soil in accordance with Table R401.4.1. Spread footings shall be at least 8 inches (203 mm) thick. Footing projections, P, shall be at least 2 inches (51 mm) and shall not exceed the thickness of the footing. The size of footings supporting piers and columns shall be based on the tributary load and allowable soil pressure in accordance with Table R 401.4.1. Footings for wood foundations shall be in accordance with the details set forth in Section R403.3, and Figures R403.1(2) and R403.1(3).

- (t) *Figure R403.1(1)*; replace figure with the following:



- (u) *Figure R403.1(2)*; amend all references to gravel footings to read as follows:

Footings shall comply with Section R403.

- (v) *Figure R403.1(3)*; amend all references to gravel footings to read as follows:

Footings shall comply with Section R403.

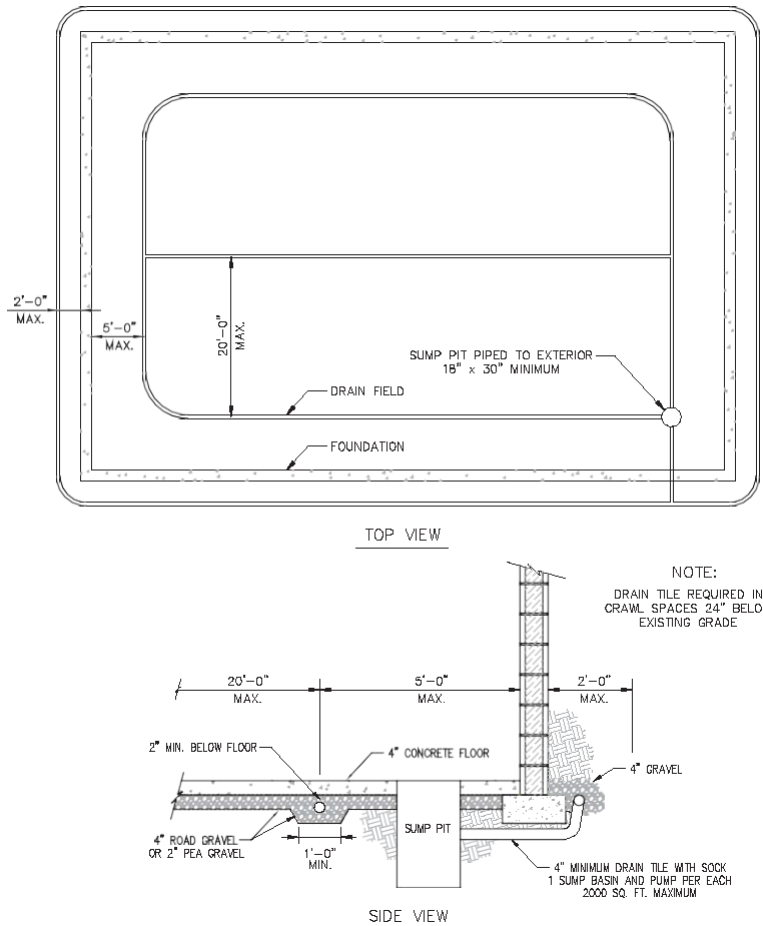
- (w) *Section R403.2 Footings for wood foundations*; amend to read as follows:

R403.2 Footings for wood foundations. Footings for wood foundations shall be in accordance with Figures R403.1(2) and R403.1(3).

- (x) *Section R405.1*; amend to read as follows:

R405.1 Concrete or masonry foundations. Drains shall be provided in accordance with Figure R405.1(1), around all concrete or masonry foundations that retain earth and enclose habitable or usable spaces, including crawl spaces with a depth of 24 inches (609.6 mm) below grade.

FIGURE R405.1(1) DRAIN TILE PLAN



1. Tremco DrainStar Stripdrain Drainage System as an exterior drain tile alternate.

Section R405.1 Reserved

(y) *Section R302.13 Fire protection of floors; strike section in its entirety.*

(z) *Section R908 Reroofing; amend to read as follows:*

R908 Reroofing Reserved.

ARTICLE 5. ELECTRICAL CODE

Sec. 9-501. National Electrical Code adopted.

NFPA 70: National Electrical Code, 2017 edition, as recommended by the National Fire Protection Agency (NFPA), and herein adopted by the City of Fremont is hereby amended to include the following local amendments.

Sec. 9-502. City of Fremont local amendments.

- (a) *Section 90.2(B) Not Covered*; add subsection (6) to read as follows:
- (6) Installations of electrical fixtures, equipment or connections pertaining to or repair of communication signal system or low voltage control of gas facilities of utilities except as to their initial connection to the supply line.
- (b) *Section 210.5(C)(1) Branch Circuits Supplied from More Than One Normal Voltage System*; amend to read as follows:
- (1) **Branch Circuits Supplied from More Than One Nominal Voltage System.** Where the premises wiring system has branch circuits supplied from one nominal voltage system, each undergrounded conductor of a branch circuit shall be identified by phase or line and system at all termination, connection, and splice points in compliance with 210.5(C)(1)(a) and (b).
- (a) **Means of Identification.** The means of identification shall be permitted to be by separate color coding, marking tape, tagging, or other approved means.
- (b) **Posting of Identification Means.** The method utilized for conductors originating within each branch-circuit panelboard or similar branch-circuit distribution equipment shall be documented in a manner that is readily available or shall be permanently posted at each branch-circuit panelboard or similar branch-circuit distribution equipment. The label shall be of sufficient durability to withstand the environment involved and shall not be handwritten.
- (c) *Section 210.8(A) Dwelling Units*; add subsection (11) to read as follows:
- (11) Any GFCI receptacle that is supplying power to a condensate pump, sump pump, flood pump, sewage pump, or ejector pump shall have a built-in audible alarm sound when the GFCI is in the open or tripped position.
- (d) *Section 210.11(C)(3) Bathroom Branch Circuits*; amend to read as follows:
- (3) **Bathroom Branch Circuits.** In addition to the number of branch circuits required by other parts of this section, at least one 120-volt, 20-ampere branch circuit shall be allowed to supply only one bathroom receptacle outlet(s).
- [Exception Unchanged]
- (e) *Section 230.43 Wiring Methods for 1000 Volts, Nominal, or Less*; amend to read as follows:
- 230.43 Wiring Methods for 1000 Volts, Nominal, or Less.** Service-entrance conductors shall be installed in accordance with the applicable requirements of this Code covering the type of wiring method used and shall be limited to the following methods:
- (1) Rigid metal conduit (RMC)
 - (2) Electrical metallic tubing (EMT)
 - (3) Electrical nonmetallic tubing
 - (4) Wireways
 - (5) Busways
 - (6) Auxiliary gutters
 - (7) Rigid polyvinyl chloride conduit (PVC)
 - (8) Cablebus

-
- (9) Flexible metal conduit (FMC) not over 1.8 m (6 ft) long or liquidtight flexible metal conduit (LFMC) not over 1.8 m (6 ft) long between a raceway, or between a raceway and service equipment, with a supply-side bonding jumper routed with the flexible metal conduit (FMC) or the liquidtight flexible metal conduit (LFMC) according to the provisions of 250.102(A), (B), (C), and (E)
- (10) Liquidtight flexible nonmetallic conduit (LFNC)
- (11) High Density polyethylene conduit (HDPE)
- (12) Nonmetallic underground conduit with conductors (NUCC)
- (13) Reinforced thermosetting resin conduit (RTRC)
- (f) *Section 230.70(A) Location*; amend to read as follows:
- (A) Location.** The service disconnecting means shall be installed in accordance with 230.70(A)(1), (A)(2), and (A)(3).
- The nearest point of entrance inside a building shall have a maximum of six feet of approved raceway from the point of entrance at the exterior wall. The distance can be increased from six feet to ten feet if Rigid Metal Conduit is used as the raceway.
- (g) *Section 230.71 General*; amend to read as follows:
- (A) General.** The service disconnecting means for each service permitted by Section 230.2, or for each set of service entrance conductors permitted by Section 230.40, Exception No. 1, No. 3, No. 4, or No. 5, shall consist of not more than six switches or six circuit breakers mounted in a single enclosure, (400 amps or over) in a group of separate enclosures, or in or on a switchboard or in switchgear. There shall be no more than six disconnects per service (400 amps or over) grouped in any one location. One main breaker or one set of main fuses per enclosure shall be allowed on services rated less than 400 amps on all electrical services,
- (h) *Section 330.104 Conductors*; amend to read as follows:
- 330.104 Conductors.** Conductors shall be of copper, aluminum, copper-clad aluminum, nickel or nickel-coated copper, solid or stranded. The minimum conductor size shall be No. 14 copper and No. 8 aluminum or copper-clad aluminum.
- (i) *Section 334.10 Uses Permitted*; amend to read as follows:
- 334.10 Uses Permitted.** Type NM, Type NMC, and Type NMS cables shall be permitted to be used in one and two family dwellings and associated garages and sheds, and multi-family dwellings three stories or less in height, except as prohibited in Section 334.12.
- (j) *Section 340.12 Uses Not Permitted*; add exception to read as follows:
- Exception:** One-family, two-family and multi-family residential dwellings three stories or less in height.
- (k) *Section 422.31(B) Appliances Rated over 300 Volt-Amperes*; amend to read as follows:
- (B) Appliances Rated over 300 Volt-Amperes.** For permanently connected appliances rated over 300 volt-amperes, the branch-circuit switch or circuit breaker shall be permitted to serve as the disconnecting means where the switch or circuit breaker is within sight from the appliance.
- [Informational Note Unchanged]
- (l) *Section 440.14 Location*; amend to read as follows:
- 440.14 Location.** Disconnecting means shall be located within sight from and readily accessible from the air-conditioning or refrigerating equipment. The disconnecting means shall be permitted to be

installed on or within the air-conditioning or refrigerating equipment and shall be of dead front construction as accepted by NEMA Standards, except on non-accessible roof units.

The disconnecting means shall not be located on panels that are designed to allow access to the air-conditioning or refrigeration equipment or to obscure the equipment nameplate(s).

[Exception and Informational Notes Unchanged]

- (m) *ARTICLE 505 Zone 0, 1, and 2 Location*; strike article in its entirety and amend to read as follows:

ARTICLE 505 RESERVED

- (n) *Section 545.10 Receptacle or Switch with Integral Enclosure*; amend to read as follows:

545.10 Reserved.

- (o) *Section 590.3(B) 90 Days*; amend to read as follows:

(B) 90 Days. Temporary electric power and lighting installation shall be permitted for a period not to exceed 90 days for holiday decorative lighting and similar purposes. Any appliance that is installed shall be allowed to be temporarily wired for a maximum of 5 working days.

- (p) *Section 800.1 Scope*; amend to read as follows:

800.1 Scope. This article covers communications circuits and equipment. No permits shall be required nor do contractors need to be licensed to perform work which is covered by this article.

[Informational Notes Unchanged]

- (q) *Section 810.1 Scope*; amend to read as follows:

810.1 Scope. This article covers antenna systems for radio and television receiving equipment, amateur and citizen band radio transmitting and receiving equipment, and certain features of transmitter safety. This article covers antennas such as wire-strung type, multi-element, vertical rod, flat, or parabolic and also covers the wiring and cabling that connect them to equipment. This article does not cover equipment and antennas used for coupling carrier current to power line conductors. No permits shall be required nor do contractors need to be licensed to perform work which is covered by this article.

- (r) *Section 820.1 Scope*; amend to read as follows:

820.1 Scope. This article covers coaxial cable distribution of radio frequency signals typically employed in community antenna television (CATV) systems. No permits shall be required nor do contractors need to be licensed to perform work which is covered by this article.

ARTICLE 6. EXISTING BUILDING CODE

Sec. 9-601. International Existing Building Code adopted.

The International Existing Building Code, 2018 edition, as recommended by the International Code Council (ICC), and herein adopted by the City of Fremont is hereby amended to include the following local amendments.

Sec. 9-602. City of Fremont local amendments.

Reserved.

ARTICLE 7. MECHANICAL CODE

Sec. 9-701. Uniform Mechanical Code adopted.

The Uniform Mechanical Code, 2018 edition, as recommended by the International Association of Plumbing and Mechanical Officials (IAPMO), and herein adopted by the City of Fremont is hereby amended to include the following local amendments.

Sec. 9-702. City of Fremont local amendments.

- (a) *Section 104.5 Fees*; amend to read as follows:

104.5 Fees. Fees shall be assessed in accordance with the provisions of this code and shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

- (b) *Section 506.1 Materials*; strike exception number 3.

- (c) *Section 506.2 Construction*; strike exception number 2.

- (d) *Section 510.9.2 Wall Terminations*; add exception number 6 to read as follows:

(6) The exhaust from any hood serving commercial food heat- processing equipment terminating at/or across the property line adjoining a public way if the air is discharged away from neighboring building and is at least 10 feet from the air intake of the same or contiguous buildings, and where approval is given by City Council.

- (e) *Section 916.2.1.1 Unvented Room Heaters*; strike exception numbers 1 and 2.

- (f) *Section 1006.1 General*; add paragraph two to read as follows:

Temperature and relief valve downtubes shall be copper or metal piping with an inside diameter of the piping no less than the temperature, pressure, and vacuum relief device. The terminal end of the downtube shall not be threaded.

- (g) *Section 1308.2 Provision for Location of Point of Delivery*; amend to read as follows:

The location of the point of delivery shall be acceptable to the serving gas supplier and extend 6 inches (152.4 mm) beyond the exterior surface of the structure. Gas piping shall be sleeved with plastic pipe or an approved inert material when passing through any exterior wall or any interior concrete or masonry wall. The interior space between the gas piping and sleeve shall be sealed at the wall to prevent entry of water, insects, or rodents.[NFPA 54:5.2]

- (h) *Section 1308.5.2.2 Copper and Brass*; amend to read as follows:

1308.5.2.2 Prohibited.

- (i) *Section 1308.5.2.3 Aluminum Alloy*; amend to read as follows:

1308.5.2.3 Prohibited.

- (j) *Section 1308.5.3 Metallic Tubing*; amend to read as follows:

1308.5.3 Prohibited.

- (k) *Section 1308.5.3.1 Steel*; amend to read as follows:

1308.5.3.1 Reserved.

- (l) *Section 1308.5.3.2 Copper and Brass*; amend to read as follows:

1308.5.3.2 Prohibited.

(m) *Section 1308.5.3.3 Aluminum Alloy*; amend to read as follows:

1308.5.3.3 Prohibited.

(n) *Section 1308.5.3.4 Corrugated Stainless Steel*; amend to read as follows:

1308.5.3.4 Corrugated Stainless Steel. Corrugated stainless steel tubing shall be tested and listed in compliance with the construction, installation, and performance requirements of INS LC-1 Standard for Fuel Gas Piping Systems using Corrugated Stainless Steel Tubing.

Corrugated stainless steel tubing that requires additional bonding shall be inspected and certified by a master electrical contractor licensed with the State of Nebraska with a copy of the certification provided to the City.

Only corrugated stainless steel tubing that has a metal shield that dissipates electricity and heat and requires no additional manufacturer bonding is allowed. [NFFA 54.5.6.3.4]

(o) *Section 1308.0 Steel and Wrought Iron*; amend to read as follows:

1308.0 Steel and Wrought Iron. Metal gas pipe shall be standard-weight wrought iron or steel (galvanized or black), yellow brass containing not more than 75 percent copper, or internally tinned or treated copper of iron pipe size. Galvanizing shall not be considered protection against corrosion.

Standard wrought iron or steel black pipe (Schedule 40) shall be permitted to be used with gases not corrosive to such material. Steel tubing shall comply with ASTM A 254. Copper tubing shall comply with ASTM B 88 or ASTM B 280.

Copper tubing (unless tin-lined) shall not be used where the gas contains more than an average of 0.3 grains of hydrogen sulfide per 100 standard cubic feet (0.7 mg/100 L) of gas. [NFPA 501A:4.3.6.1]

(p) *Section 1314.3 Test Pressure*; amend to read as follows:

1314.3 Test Pressure. This inspection shall include an air, CO₂, or nitrogen pressure test, at which time the gas piping shall stand a pressure of not less than 30 psi (206.84 kPa) gauge pressure. Test pressures shall be held for a length of time satisfactory to the Authority Having Jurisdiction, but in no case less than 30 minutes with no perceptible drop in pressure. For welded piping, and for piping carrying gas at pressures in excess of 14 inches water column pressure (3.5 kPa), the test pressure shall be not less than 60 psi (414 kPa) and shall be continued for a length of time satisfactory to the Authority Having Jurisdiction, but in no case for less than 30 minutes.

These tests shall be made using air, CO₂, or nitrogen pressure and shall be made in the presence of the Authority Having Jurisdiction. Necessary apparatus for conducting tests shall be furnished by the permit holder.

ARTICLE 8. PLUMBING CODE

Sec. 9-801. Uniform Plumbing Code adopted.

The Uniform Plumbing Code, 2018 edition, as recommended by the International Association of Plumbing and Mechanical Officials (IAPMO), and herein adopted by the City of Fremont is hereby amended to include the following local amendments.

Sec. 9-802. City of Fremont local amendments.

(a) *Section 104.5 Fees*; amend to read as follows:

104.5 Fees. Fees shall be assessed in accordance with the provisions of this code and shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

(b) *Table 104.5 Plumbing Permit Fees*; strike table in its entirety.

(c) *Table 422.1. Minimum Plumbing Facilities*; replace table in its entirety with the following:

TABLE 422.1
MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES^a
(See Section 422.0 et seq.)

NO.	Classification	Occupancy	Description	Water Closets (Urinals See Section 419.2)		Lavatories		Bathtubs/ Showers	Drinking Fountain ^{e,f} (See Section 410.1)	Other
				Male	Female	Male	Female			
1	Assembly	A-1 ^d	Theaters and other buildings for the performing arts and motion pictures	1 per 125	1 per 65	1 per 200		—	1 per 500	1 service sink
		A-2 ^d	Nightclubs, bars, taverns, dance halls and buildings for similar purposes	1 per 40	1 per 40	1 per 75		—	1 per 500	1 service sink
			Restaurants, banquet halls and food courts	1 per 75	1 per 75	1 per 200		—	1 per 500	1 service sink
		A-3 ^d	Auditoriums without permanent seating, art galleries, exhibition halls, museums, lecture halls, libraries, arcades and gymnasiums	1 per 125	1 per 65	1 per 200		—	1 per 500	1 service sink
			Passenger terminals and transportation facilities	1 per 500	1 per 500	1 per 750		—	1 per 1,000	1 service sink

			Places of worship and other religious services	1 per 150	1 per 75	1 per 200		—	1 per 1,000	1 service sink
		A-4	Coliseums, arenas, skating rinks, pools and tennis courts for indoor sporting events and activities	1 per 75 for the first 1,500 and 1 per 120 for the remainder exceeding 1,500	1 per 40 for the first 1,520 and 1 per 60 for the remainder exceeding 1,520	1 per 200	1 per 150	—	1 per 1,000	1 service sink
		A-5	Stadiums, amusement parks, bleachers and grandstands for outdoor sporting events and activities	1 per 75 for the first 1,500 and 1 per 120 for the remainder exceeding 1,500	1 per 40 for the first 1,520 and 1 per 60 for the remainder exceeding 1,520	1 per 200	1 per 150	—	1 per 1,000	1 service sink
2	Business	B	Buildings for the transaction of business, professional services, other services involving merchandise, office buildings, banks, light industrial and similar uses	1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50		1 per 40 for the first 80 and 1 per 80 for the remainder exceeding 80		—	1 per 100	1 service sink ⁸
3	Education	E	Educational facilities	1 per 50		1 per 50		—	1 per 100	1 service sink
4	Factory and industrial	F-1 and F-2	Structures in which occupants are engaged in work fabricating, assembly or processing of products or materials	1 per 100		1 per 100		(see Section 411)	1 per 400	1 service sink
5	Institutional	I-1	Residential care	1 per 10		1 per 10		1 per 8	1 per 100	1 service sink

		I-2	Hospitals, ambulatory nursing home care recipient	1 per room ^c	1 per room ^c	1 per 15	1 per 100	1 service sink
			Employees, other than residential care ^b	1 per 25	1 per 35	—	1 per 100	—
			Visitors, other than residential care	1 per 75	1 per 100	—	1 per 500	—
		I-3	Prisons ^b	1 per cell	1 per cell	1 per 15	1 per 100	1 service sink
			Reformatories, detention centers, and correctional centers	1 per 15	1 per 15	1 per 15	1 per 100	1 service sink
			Employees	1 per 25	1 per 35	—	1 per 100	
		I-4	Adult day care and child day care	1 per 15	1 per 15	1	1 per 100	1 service sink
6	Mercantile	M	Retail stores, service stations, shops, salesrooms, markets and shopping centers	1 per 500	1 per 750	—	1 per 1,000	1 service sink ^g
7	Residential	R-1	Hotels, motels, boarding houses (transient)	1 per sleeping unit	1 per sleeping unit	1 per sleeping unit	—	1 service sink
		R-2	Dormitories, fraternities, sororities and boarding houses (non-transient)	1 per 10	1 per 10	1 per 8	1 per 100	1 service sink
		R-2	Apartment house	1 per dwelling unit	1 per dwelling unit	1 per dwelling unit	—	1 kitchen sink per dwelling unit; 1 automatic clothes washer connect

								per 20 dwelling units
		R-3	Congregate living facilities with 16 or fewer persons	1 per 10	1 per 10	1 per 8	1 per 100	1 service sink
		R-3	One- and two-family dwellings	1 per dwelling unit	1 per dwelling unit	1 per dwelling unit	—	1 kitchen sink per dwelling unit; 1 automatic clothes washer connection per dwelling unit
		R-4	Congregate living facilities with 16 or fewer persons	1 per 10	1 per 10	1 per 8	1 per 100	1 service sink
8	Storage	S-1 S-2	Structures for the storage of goods, warehouses, store house and freight depots. Low and Moderate Hazard.	1 per 100	1 per 100	See Section 411	1 per 1,000	1 service sink

- a. The fixtures shown are based on one fixture being the minimum required for the number of persons indicated or any fraction of the number of persons indicated. The number of occupants shall be determined by the International Building Code.
- b. Toilet facilities for employees shall be separate from facilities for inmates or care recipients.
- c. A single-occupant toilet room with one water closet and one lavatory serving not more than two adjacent patient sleeping units shall be permitted where such room is provided with direct access from each patient sleeping unit and with provisions for privacy.
- d. The occupant load for seasonal outdoor seating and entertainment areas shall be included when determining the minimum number of facilities required.
- e. The minimum number of required drinking fountains shall comply with Table 403.1 and Chapter 11 of the International Building Code.
- f. Drinking fountains are not required for an occupant load of 15 or fewer.
- g. For business and mercantile occupancies with an occupant load of 15 or fewer, service sinks shall not be required.
- (d) *Section 504.1 Location*; amend to read as follows:

504.1 Location. Water heater installations in bedrooms and bathrooms shall only be permitted where water heater is of the direct vent type. [NFPA 54:10.28.1(2)]

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- (e) Add *Section 504.7 Temperature and Relief Valve Downtubes* to read as follows:
- 504.7 Temperature and Relief Valve Downtubes.** Temperature and relief valve downtubes shall be copper, metal piping, or approved PVC, with a temperature, pressure, and vacuum relief device. The terminal end of the downtube shall not be threaded.
- (f) *Section 507.5 Relief Valve Discharge*; amend to read as follows:
- 507.5 Reserved.**
- (g) *Section 603.1 General*; add exception to read as follows:
- Exception:** Backflow devices for residential lawn sprinkler systems need only be tested when installed and at least once every 5 years.
- (h) *Table 604.1 Materials For Building Supply And Water Distribution Piping And Fitting*; strike materials CPVC, PE, and PVC.
- (i) *Section 604.3 Copper Tube*; amend exception to read as follows:
- Exception:** Type M copper tubing shall be permitted to be used for water piping where piping is aboveground in, or on, a building.
- (j) *Section 604.10 Plastic Materials*; amend to read as follows:
- 604.10 Reserved.**
- (k) *Section 605.9 PEX Plastic Tubing and Joints*; amend to read as follows:
- 605.9 PEX Plastic Tubing and Joints.** PEX plastic tubing and fitting joining methods shall be installed in accordance with the manufacturer's installation instructions and shall comply with Section 605.9.1 and Section 605.9.2. Other method approved by the Authority Having Jurisdiction.
- (l) *Section 608.4 Pressure Relief Valves*; amend to read as follows:
- Section 608.4 Pressure Relief Valves.** Each pressure relief valve shall be an approved automatic type with drain, and each such relief valve shall be set at a pressure of not more than 150 psi (1034 kPa). No shutoff valve shall be installed between the relief valve and the system or in the drain line in accordance with ANSI Z21.22.
- (m) *Section 608.5 Discharge Piping*; amend to read as follows:
- 608.5 Discharge Piping.** Relief valves located inside a building shall be provided with a drain, not smaller than the relief valve outlet, of galvanized steel, hard-drawn copper piping and fittings, CPVC, PP, or listed relief valve drain tube with fittings that will not reduce the internal bore of the pipe or tubing (straight lengths as opposed to coils) and shall extend from the valve to 6 inches (152 mm) above the floor near an approved drain. Relief valve drains shall not terminate in a buildings crawl space. No part of such drain pipe shall be trapped or subject to freezing. The terminal end of the drain pipe shall not be threaded.
- (n) *Section 609.2 Trenches*; amend to read as follows:
- 609.2 Trenches.** Water pipes shall not be run or laid in the same trench as building sewer or drainage piping constructed of clay or materials that are not approved for use with a building.
- (o) *Section 611.4 Sizing of Residential Softeners*; amend to read as follows:
- 611.4 Reserved.**
- (p) **Section 701.2 Drainage Piping**; amend material standard number 2 to read as follows:

ABS and PVC DWV piping installations shall be installed in accordance with applicable standards referenced in Table 1701.1 and Chapter 14 "Firestop Protection." Except for individual single-family dwelling units, materials exposed within ducts or plenums shall have a flame-spread index of a maximum of 25 and a smoke-developed index of a maximum 50, where tested in accordance with ASTM E 84 and UL 723. ABS and PVC DWV piping installation shall be limited to those structures where combustible construction is allowed and the structure is no more than three stories in height above grade.

- (q) *Table 701.2 Materials For Drain, Waste, Vent Pipe And Fittings*; amend table to prohibit Asbestos-Cement, Co-Extruded ABS (Schedule 40), Co- Extruded PVC (Schedule 40), Copper (Type DWV), Polyethylene, and Stainless Steel 316L material listings from Building Sewer Pipe and Fittings applications. Also, add footnote 1, and associate footnote 1 with material listing PVC (Schedule 40), to include "SDR 26" as permitted in Building Sewer Pipe and Fittings applications.
- (r) *Section 906.1 Roof Termination*; amend to read as follows:

906.1 Roof Termination. Each vent pipe or stack shall extend through its flashing and shall terminate vertically not less than 10 inches (254 mm) above the roof nor less than 1 foot (305 mm) from a vertical surface.
- (s) *Section 1208.2 Provision for Location of Point of Delivery*; amend to read as follows:

1208.2 Provision for Location of Point of Delivery. The location of the point of delivery shall be acceptable to the serving gas supplier and extend 6 inches (152.4 mm) beyond the exterior surface of the structure. Gas piping shall be sleeved with plastic pipe or an approved inert material when passing through any exterior wall or any interior concrete or masonry wall. The interior space between the gas piping and sleeve shall be sealed at the wall to prevent entry of water, insects, or rodents.(NFPA 54:5.2)
- (t) *Section 1208.5.2.2 Copper and Copper Alloy*; amend to read as follows:

1208.5.2.2 Reserved.
- (u) *Section 1208.5.2.3 Aluminum Alloy*; amend to read as follows:

1208.5.2.3 Reserved.
- (v) *Section 1208.5.3 Metallic Tubing*; amend to read as follows:

1208.5.3 Reserved.
- (w) *Section 1208.5.3.1 Steel*; amend to read as follows:

1208.5.3.1 Reserved.
- (x) *Section 1208.5.3.2 Copper and Brass*; amend to read as follows:

1208.5.3.2 Reserved.
- (y) *Section 1208.5.3.3 Aluminum Alloy*; amend to read as follows:

1208.5.3.3 Reserved.
- (z) *Section 1208.5.3.4 Corrugated Stainless Steel*; amend to read as follows:

1208.5.3.4 Reserved.
- (aa) *Section 1208.5.8.2 Tubing Joints*; amend to read as follows:

1208.5.8.2 Prohibited.
- (bb) *Section 1208.5.8.3 Flared Joints*; amend to read as follows:

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- (cc) *Section 1210.1.7 Plastic Piping*; strike exception number 2.
- (dd) *Section 1210.13 Systems Containing Gas-Air Mixtures Outside the Flammable Range*; amend to read as follows:

1012.13 Reserved.

- (ee) *Section 1210.14 Systems Containing Flammable Gas-Air Mixtures*; amend to read as follows:

1012.14 Reserved.

- (ff) *Section 1213.3 Test Pressure*; amend to read as follows:

1213.3 Test Pressure. This inspection shall include an air, CO₂, or nitrogen pressure test, at which time the gas piping shall stand a pressure of not less than 30 psi (206.84 kPa) gauge pressure. Test pressures shall be held for a length of time satisfactory to the Authority Having Jurisdiction, but in no case less than 30 minutes with no perceptible drop in pressure. For welded piping, and for piping carrying gas at pressures in excess of 14 inches water column pressure (3.5 kPa), the test pressure shall be not less than 60 psi (414 kPa) and shall be continued for a length of time satisfactory to the Authority Having Jurisdiction, but in no case for less than 30 minutes.

These tests shall be made using air, CO₂, or nitrogen pressure and shall be made in the presence of the Authority Having Jurisdiction. Necessary apparatus for conducting tests shall be furnished by the permit holder. Test gauges used in conduction tests shall be in accordance with Section 318.0

ARTICLE 9. FUEL GAS CODE

Sec. 9-901. International Fuel Gas Code adopted.

The International Fuel Gas Code, 2018 edition, as recommended by the International Code Council (ICC), and herein adopted by the City of Fremont is hereby amended to include the following local amendments.

Sec. 9-902. City of Fremont local amendments.

Reserved.

ARTICLE 10. PROPERTY MAINTENANCE CODE

Sec. 9-1001. International Property Maintenance Code adopted.

The International Property Maintenance Code, 2018 edition, as recommended by the International Code Council (ICC), and herein adopted by the City of Fremont is hereby amended to include the following local amendments.

Sec. 9-1002. City of Fremont local amendments.

- (a) *Section [A]102.3 Application of other codes*; amend to read as follows:

[A] 102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the *International Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, Uniform Mechanical Code, International Residential Code, Uniform Plumbing Code* and NFPA 70.

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- (b) *Section [A]107.2 Form*; amend item number 4 to read as follows:
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the property, *dwelling unit*, or structure into compliance with the provisions of this code.
- (c) *Section [A]111.1 Application for appeal*; amend to read as follows:
- [A] 111.1 Application for appeal.** Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 10 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted.
- (d) *Section [A]111.2 Membership of board*; amend to read as follows:
- [A] 111.2 Membership of board.** The board of appeals shall consist of a minimum of five members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The code official shall be an ex-officio member but shall have no vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms.
- (e) *Section [A]111.2.4 Secretary*; amend to read as follows:
- [A] 111.2.4 Secretary.** The *code official* shall serve as secretary to the board. The secretary shall maintain a detailed record of all proceedings in the office of the *code official*.
- (f) *Section [A]111.6 Board decision*; amend to read as follows:
- [A] 111.6 Board decision.** The board shall modify or reverse the decision of the *building official* only by a concurring vote of two-thirds of its members.
- (g) *Section [A]111.6.1 Records and copies*; amend to read as follows:
- [A] 111.6.1 Records and copies.** The decision of the board shall be recorded. Copies shall be furnished to the appellant.
- (h) *Section [A]111.7 Court review*; amend to read as follows:
- [A] 111.7 Council review.** Any person, whether or not a previous party of the appeal, shall have the right to apply to the governing body of the city for reversal or affirmation, wholly or partly, the decision of the board. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

ARTICLE 11. ENERGY CONSERVATION CODE

Sec. 9-1101. International Energy Conservation Code adopted.

The International Energy Conservation Code, 2009 2018 edition with amendments as recommended by the International Code Council (ICC), and herein adopted by the City of Fremont is hereby amended to include the following local amendments.

Sec. 9-1102. City of Fremont amendments.

- (a) Delete Blower Test

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- (b) Amend the duct testing to provide the option of adding spray foam insulation to ductwork located in the unconditioned space in lieu of sealing and then testing the ductwork. The rationale is that the cost associated with testing the ductwork is comparable to the application of spray foam around the ductwork in the cold attic space.
 - (c) Wall cavities may be used as duct or plenum if completely panned and sealed.
 - (d) Mandatory requirement for mechanical ventilations has been deleted.
 - (e) Basement walls need to be insulated with R13 in lieu of R15 or R19.

Reserved.

ARTICLE 12. TO WHOM PERMITS MAY BE ISSUED

Sec. 9-1201. Permit issuance.

- (a) *Reserved.*
- (b) *Electrical, Mechanical, and Plumbing Codes.* No permit shall be issued to any person to do or cause to be done any work regulated by electrical, mechanical, plumbing or fuel gas codes, except to a person holding a valid, unexpired and unrevoked Master Registration, issued by the City, as more fully described herein.

Exception:

1. Any homeowner may install electrical wiring (not including electrical service equipment or electrical wiring associated with spas, hot tubs, underground swimming pools, or pools used for therapeutic use), heating or air conditioning equipment, and plumbing fixtures or water conditioning appurtenances in a single-family residence which is owned and occupied by the individual performing the work. The homeowner shall own both the single-family residence and the land or property that the residence is located on. All work shall be for the personal enjoyment of the homeowner without compensation or pay from or to any other person for such labor or installation. The homeowner shall be required to file plans, apply for and secure a permit, pay applicable fees, and call for inspection - such installation being compliant with the requirements of this code. Nothing herein shall be construed to authorize the homeowner to perform similar work on property not owned and occupied by the homeowner for which a registration is otherwise required.
 2. The installation, repair, replacement, relocation, or removal of water conditioning appliances, including piping to hot and cold water lines and drains for such purposes, in whole or in part.
- (c) *Onsite Wastewater Treatment Systems.* No permit shall be issued to any person to do or cause to be done any work regulated by the state of Nebraska or any of these codes pertaining to onsite wastewater treatment systems, in whole or in part, except to a person holding a valid, unexpired and unrevoked Onsite Wastewater Treatment Professional Registration, issued by the City, as more fully described herein.
 - (d) *Water Conditioning Systems.* No permit shall be issued to any person to do or cause to be done any work incidental to complete the installation, repair, replacement, relocation, or removal of water conditioning appliances, including piping to hot and cold water lines and drains for such purposes, in whole or in part, except to a person holding a valid, unexpired and unrevoked Water Conditioning Contractor/Installer Registration, issued by the City as more fully described herein.

Sec. 9-1202. Registration.

(a) *Reserved.*

(b) *Master Registration.* A Master Registration may be issued to an electrician, mechanic (including heating, ventilation and air conditioning (HVAC) technicians), steamfitter, pipefitter, or plumber engaged in the business of and skilled in the planning, superintending and practical installation of electrical, mechanical, plumbing, fuel gas or onsite wastewater treatment systems and who is familiar with the ordinances and regulations governing the same as regulated by this code.

No person shall engage in the electrical, mechanical, steam-fitting, pipefitting, plumbing business, erection, installation, construction, alteration, relocation, replacement, repair, maintenance, removal or demolition of any electrical, mechanical, or plumbing system, in whole or in part, as may be regulated by this code and for which a permit is required, within the City and its 2-mile extraterritorial jurisdiction without having first obtained a Master Registration. In order to obtain a Master Registration from the City an individual shall complete an application form - said form made available by the office of the code official - and provide evidence of passed examination (for which a registration is sought) as further described herein, and provide a copy of a certificate of liability insurance in accordance with Section 9-1204.

(c) *Journeyman Registration.* A Journeyman Registration may be issued to an electrician, mechanic (including heating, ventilation and air conditioning (HVAC) technicians), steamfitter, pipefitter, or plumber having the necessary qualifications, training, experience, and technical knowledge to erect, install, construct, alter, relocate, replace, repair, maintain, remove or demolish any electrical, mechanical, or plumbing equipment regulated by this code.

No person shall engage in the electrical, mechanical, steam-fitting, pipefitting, plumbing business, erection, installation, construction, alteration, relocation, replacement, repair, maintenance, removal or demolition of any electrical, mechanical, or plumbing system, in whole or in part, as may be regulated by this code and for which a permit is required, within the City and its 2-mile extraterritorial jurisdiction without having first obtained a Journeyman Registration. In order to obtain a Journeyman Registration from the City an individual shall complete an application form - said form made available by the office of the code official - and provide evidence of passed examination (for which a registration is sought) as further described herein.

(d) *Apprentice Registration.* An Apprentice Registration may be issued to an electrician, mechanic (including heating, ventilation and air conditioning (HVAC) technicians), steamfitter, pipefitter, or plumber engaged in learning and assisting in the erection, installation, construction, alteration, relocation, replacement, repair, maintenance, removal or demolition of any electrical, mechanical, or plumbing equipment regulated by this code.

No person shall engage in the electrical, mechanical, steam-fitting, pipefitting, or plumbing business, erection, installation, construction, alteration, relocation, replacement, repair, maintenance, removal or demolition of any electrical, mechanical, or plumbing system, in whole or in part, as may be regulated by this code and for which a permit is required, within the City and its 2 mile extraterritorial jurisdiction except under the personal supervision and direction and in the presence of a duly registration tradesman carrying a valid, unexpired and unrevoked Master Registration or Journeyman Registration, for the respective trade. On-site supervision of an Apprentice Registration to Journeyman Registration should follow a 3:1 ratio.

(e) *Onsite Wastewater Treatment Professionals Registration.* An Onsite Wastewater Treatment Professionals Registration may be issued to an onsite wastewater treatment professional engaged in the business of and skilled in the planning, superintending and practical installation of onsite wastewater treatment systems and who is familiar with the ordinances and regulations governing the same as regulated by the state of Nebraska and this code.

No person shall engage in the onsite wastewater treatment business, installation, construction, alteration, relocation, replacement, repair, maintenance, removal or demolition of any onsite wastewater treatment system, in whole or in part, as may be regulated by the state of Nebraska or any of these codes pertaining to onsite wastewater treatment systems for which a permit is required, within the City and its 2 mile extraterritorial jurisdiction without having first obtained an Onsite Wastewater Treatment Professionals Registration. In order to obtain an Onsite Wastewater Treatment Professionals Registration from the City an individual shall complete an application form - said form made available by the office of the code official - and provide evidence of passed examination (for which a registration is sought) as further described herein, and provide a copy of a certificate of liability insurance in accordance with Section 9-1204.

- (f) *Water Conditioning Contractor/Installer Registration.* A Water Conditioning Contractor/Installer Registration may be issued to a water conditioning system contractor and/or installer engaged in the business of and skilled in the installation, repair, replacement, relocation, or removal of water conditioning appliances, including piping to hot and cold water lines and drains for such purposes, regulated by this code.

No person shall engage in the installation, repair, replacement, relocation, or removal of water conditioning appliances, including piping to hot and cold water lines and drains for such purposes, in whole or in part, as may be regulated by this code and for which a permit is required, within the City and its 2 mile extraterritorial jurisdiction without having first obtained a Water Conditioning Contractor/Installer Registration. In order to obtain a Water Conditioning Contractor/Installer Registration from the City an individual shall complete an application form - said form made available by the office of the code official - and provide evidence of passed examination (for which a registration is sought) as further described herein, and provide a copy of a certificate of liability insurance in accordance with Section 9-1204.

- (g) *Expiration.* Registration shall expire annually on the anniversary date of the date of issuance. A renewal application must be received by the offices of the code official, along with a renewal fee, no less than 90 days after the expiration date in order to avoid work stoppages. Any work performed on an expired registration is considered to be work performed without a registration and is subject to the same penalties as described herein.

Sec. 9-1203. Examination.

- (a) *Electricians.* Electricians will have taken - and successfully passed - a written examination given by the Nebraska State Electrical Board or one of its reciprocating agencies.
- (b) *Mechanics, Steamfitters, and Pipefitters.* Mechanics (including heating, ventilation and air conditioning (HVAC) technicians), Steamfitters, and Pipefitters will have taken - and successfully passed - a written examination administered by the National Inspection Testing and Certification Corporation (NITC), or the Education Testing Service (ETS) or written examination given by the Building Department Inspector. A grade of 75% will be considered as passing. Fees will be \$250.00 for a master test and \$100.00 for journeymen and apprentices.

Exception: Mechanics (including heating, ventilation and air conditioning (HVAC) technicians), Steamfitters, and Pipefitters having taken - and successfully passed - a written examination in obtaining a registration from another Nebraska municipality having similar examination procedures, may provide a copy of such valid, unexpired and unrevoked registration in lieu of passed examination evidence.

- (c) *Plumbers.* Plumbers will have taken - and successfully passed - a written examination administered by the National Inspection Testing and Certification Corporation (NITC) or Education Testing Service (ETS), or a written examination given by the Building Department Inspector. A grade of 75% will be considered passing. Fees will be \$250.00 for a master test and \$100.00 for journeymen and apprentices.

Exception: Plumbers having taken - and successfully passed - a written examination in obtaining a registration from another Nebraska municipality having similar examination procedures, may provide a copy of such valid, unexpired and unrevoked registration in lieu of passed examination evidence.

- (d) *Onsite Wastewater Treatment Professionals.* Onsite Wastewater Treatment Professionals will have taken - and successfully passed - a written examination administered by the State of Nebraska Department of Environmental Quality (NDEQ).
- (e) *Water Conditioning Contractor/Installer.* Water Conditioning Contractor/Installer will have taken - and successfully passed - a written examination administered by the code official.

Exception: Water Conditioning Contractor/Installer having taken - and successfully passed - a written examination in obtaining registration from another Nebraska municipality having similar examination procedures, may provide a copy of such valid, unexpired and unrevoked registration in lieu of passed examination evidence.

Sec. 9-1204. Liability insurance.

Before any registration may be issued, an unexpired certificate of liability insurance in an amount of no less than \$1,000,000, with the City being named as additionally insured, shall be filed with the City. The certificate shall remain unexpired as long as the applicant maintains a registration and the certificate shall state that the applicant shall indemnify and hold harmless the City, and shall indemnify and person from all damages caused by any neglect arising from a failure to protect any work and that such applicant shall be governed by the rules and requirements provided by this code and which may be hereafter adopted by the City. Such policy of insurance shall provide that it cannot be canceled until ten (10) days written notice of such cancellation has been filed with the City. Cancellation or termination of any insurance policy issued for or in compliance with the provision hereof shall automatically terminate any registration, unless another policy complying with the provisions herein shall be provided and in full force and effect at the time such a cancellation or termination becomes effective.

Sec. 9-1205. Swimming pools.

- (a) Any structure intended for swimming or recreational bathing that contains water more than 24 inches (610 mm) deep. This includes in-ground, above-ground and on-ground swimming pools, hot tubs and spas.
- (b) An outdoor swimming pool, including an in-ground, above-ground or on-ground pool, hot tub or spa, shall be surrounded by a barrier which shall comply with the following:
 - (1) The top of the barrier shall be at least 72 inches (1828.8 mm) above grade measured on the side of the barrier which faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches (51 mm) measured on the side of the barrier which faces away from the swimming pool. Where the top of the pool structure is above grade, such as an above-ground pool, the barrier may be at ground level, such as the pool structure, or mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4 inches (102 mm).
 - (2) Openings in the barrier shall not allow the passage of a 4-inch-diameter (102 mm) sphere.
 - (3) Solid barriers which do not have openings, such as a masonry or stone wall, shall not contain indentations or protrusions, except for normal construction tolerances and tooled masonry joints.
 - (4) Maximum mesh size for chain link fences shall be a 2 ¼ -inch (57 mm) square, unless the fence has slats fastened at the top or the bottom which reduce the openings to not more than 1 ¾ inches (44 mm).
 - (5) Where the barrier is composed of diagonal members, such as a lattice fence, the maximum opening formed by the diagonal members shall not be more than 1 ¾ inches (44mm).

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- (6) Access gates shall comply with the requirements of Items a through e, and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool, and shall be self-closing and have a self-latching device. Gates, other than pedestrian access gates, shall have a self-latching device. Where the release mechanism of the self-latching device is located less than 54 inches (1372 mm) from the bottom of the gate, the release mechanism and openings shall comply with the following:
- a. The release mechanism shall be located on the pool side of the gate at least 3 inches (76 mm) below the top of the gate; and
 - b. The gate and barrier shall have no opening larger than ½ inch (12.7 mm) within 18 inches (457 mm) of the release mechanism.
- (7) Where a wall of a dwelling serves as part of the barrier, one of the following conditions shall be met:
- a. The pool shall be equipped with a powered safety cover in compliance with ASTM F 1346;
 - b. Doors with direct access to the pool through that wall shall be equipped with an alarm which produces an audible warning when the door and/or its screen, if present, are opened. The alarm shall be listed and labeled in accordance with UL 2017. The deactivation switch(es) shall be located at least 54 inches (1372 mm) above the threshold of the door; or
 - c. Other means of protection, such as self-closing doors with self-latching devices, which are approved by the governing body, shall be acceptable as long as the degree of protection afforded is not less than the protection afforded by Item g.i or g.ii described herein.
- (8) Where an above-ground pool structure is used as a barrier or where the barrier is mounted on top of the pool structure, and the means of access is a ladder or steps:
- a. The ladder or steps shall be capable of being secured, locked or removed to prevent access; or
 - b. The ladder or steps shall be surrounded by a barrier which meets the requirements of Items a through g. When the ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a 4-inch-diameter (102 mm) sphere.
- (c) Barriers shall be located to prohibit permanent structures, equipment or similar objects from being used to climb them.

Fee Schedule Appendix A

On buildings and structures, or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the following schedule:

Permit fees for *new construction* and *additions* shall be based on the total construction value of the proposed work. The total construction value shall include all labor and material cost including electrical, mechanical, plumbing, etc. The valuation shall be based on the published values per square foot as established by the International Code Council Building Valuation Data (BVD) using a regional construction cost adjustment factor of .0055 except where a valid cost breakdown is submitted to and approved by the Building Official. The BVD will be updated every even year to the February table published that year. A valid cost breakdown shall be the actual contract cost (including all labor and materials) as provided by the applicant and accepted as reasonable by the Building Official.

Any finished basements that are completed *during* the new construction, the fee for the basement square footage will be assessed at thirty (30) percent of the BVD.

The total valuation of building alterations, accessory structures, decks, porches, in-ground pools, roofs, siding, windows, doors, gutters and other work not specifically stated in flat fee permit list shall be based on actual contract cost (including all labor and materials) or estimated cost as established by the Building Official based on cost typically charged for the work. The valuation for projects listed above must include electrical, plumbing and/or mechanical fees if that work is being completed. See the following fee schedule:

TOTAL VALUATION	FEE
\$1.00 to \$1,600.00	See Fremont Master Fee Schedule
\$1,601.00 to \$2,000.00	See Fremont Master Fee Schedule
\$2,001.00 to \$25,000.00	See Fremont Master Fee Schedule
\$25,001.00 to \$50,000.00	See Fremont Master Fee Schedule
\$50,001.00 to \$100,000.00	See Fremont Master Fee Schedule
\$100,001.00 to \$500,000.00	See Fremont Master Fee Schedule; \$1,000.00 or fraction thereof, up to and including \$500,000.00
\$500,001.00 and over	See Fremont Master Fee Schedule; \$1,000.00 or fraction thereof

Flat Fee Permits	
Above Ground Pool	See Fremont Master Fee Schedule
Commercial Work-Site Trailer (includes all hookups)	See Fremont Master Fee Schedule
Electrical - 101—200 Amp	See Fremont Master Fee Schedule
Electrical - 1—100 Amp	See Fremont Master Fee Schedule
Electrical - 201—400 Amp	See Fremont Master Fee Schedule
Electrical - 401—600 Amp	See Fremont Master Fee Schedule
Electrical - 601—800 Amp	See Fremont Master Fee Schedule
Electrical - 801—1000 Amp	See Fremont Master Fee Schedule
Electrical - Larger than 1001 Amp	See Fremont Master Fee Schedule
Electrical - New Branch Circuit and Feeders	See Fremont Master Fee Schedule
Electrical - Repair work on existing sign	See Fremont Master Fee Schedule

Electrical - Repair/Work Existing Electrical Service	See Fremont Master Fee Schedule
Electrical - Storm Damage Repair	See Fremont Master Fee Schedule
Fence/Retaining Wall (0—300 Lineal Feet)	See Fremont Master Fee Schedule
Fence/Retaining Wall (301+ Lineal Feet)	See Fremont Master Fee Schedule
Flood Plain Development	See Fremont Master Fee Schedule
Full Demolition	See Fremont Master Fee Schedule
Residential/Commercial Grading	See Fremont Master Fee Schedule
Interior Demolition	See Fremont Master Fee Schedule
Letter of Flood Plain Determination	See Fremont Master Fee Schedule
Letter of Map Amendment (LOMA) Community Acknowledgement	See Fremont Master Fee Schedule
Mechanical - Cooling Only Replacement (includes electrical)	See Fremont Master Fee Schedule
Mechanical - Gas Piping	See Fremont Master Fee Schedule
Mechanical - Heating and Cooling Replacement (includes electrical)	See Fremont Master Fee Schedule
Mechanical - Heating Only Replacement (includes electrical)	See Fremont Master Fee Schedule
Mechanical - Medical Gas Piping (up to 3 openings)	\$30
Mechanical - Medical Gas Piping (4 or more openings)	\$10 per additional opening
New Mobile Home (includes all hookups)	See Fremont Master Fee Schedule
Plumbing - Backflow Preventer/City Service Containment Device (RPZ)	See Fremont Master Fee Schedule
Plumbing - Fixture Opening	See Fremont Master Fee Schedule
Plumbing - Gas Piping	See Fremont Master Fee Schedule
Plumbing - Sprinkler System/Backflow Prevention	See Fremont Master Fee Schedule
Plumbing - Water Conditioner	See Fremont Master Fee Schedule
Plumbing - Water Heater	See Fremont Master Fee Schedule
Septic System	See Fremont Master Fee Schedule
Septic System-Field Only	See Fremont Master Fee Schedule
Septic System-Tank Only	See Fremont Master Fee Schedule
Sign - 1—35 Sq Ft	See Fremont Master Fee Schedule
Sign - 36—75 Sq ft	See Fremont Master Fee Schedule
Sign - 76—150 Sq Ft	See Fremont Master Fee Schedule
Sign - 151—300 Sq Ft	See Fremont Master Fee Schedule
Sign - Over 300 Sq Ft	See Fremont Master Fee Schedule
Sign - Temporary	See Fremont Master Fee Schedule

Any encroachment in the right of way in the Downtown Commercial District, such as sidewalk cafés, awnings, etc will be assessed by the following fee schedule:

Any encroachment in the right of way in the Downtown Commercial District, such as sidewalk cafés, awnings, etc will be assessed by the following fee schedule:

Project Valuation	Fee
\$1.00—\$50.00	See Fremont Master Fee Schedule
\$51.00—\$200.00	See Fremont Master Fee Schedule
\$201.00—\$1,000.00	See Fremont Master Fee Schedule

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\$1,001.00—\$5,000.00	See Fremont Master Fee Schedule
Over \$5,001.00	See Fremont Master Fee Schedule

Other Plan Review and Inspection Related Fees:

- (1) Inspections Performed Outside of Normal Business Hours. Where previously approved by the Code Official, inspections performed outside of normal business hours shall be billed at a rate in accordance with the Fremont Master Fee Schedule with a minimum of a one and one-half (1 ½) hour charge.
- (2) Re-inspections. A re-inspection fee in accordance with the Fremont Master Fee Schedule may be assessed by the Code Official when:
 - a. Inspections called for are not ready, or are not readily available for inspection,
 - b. The building address or permit is not clearly posted,
 - c. City approved plans are not on-site, or
 - d. Correction items have not been corrected.
- (3) Plan Review and Inspections for Which No Fee is Specifically Identified. Plan review fee and inspection fees, including re-review of shall be assessed at a rate according the Fremont Master Fee Schedule.

Work Performed Without A Permit: If work for which a permit is required by the building ordinance is commenced prior to obtaining a required permit, the following penalties will be assessed:

- (a) First Offense: A fee of \$100.00 plus the permit fees per the Fremont Master Fee Schedule.
- (b) Second Offense: A fee of \$500.00 plus the permit fees per the Master Fee Schedule.
- (c) Third Offense: A general contractor performing work without a permit will not be issued any building permits for 6 months and must be reviewed by the Building Code Advisory and Appeals Board before reissuance of permits. The master registration for the electrical, mechanical or plumbing contractor performing work without a permit will be revoked for six (6) months and reinstated after review by the Building Code Advisory and Appeals Board.

Registration Fees: All tradesmen engaged in the electrical, mechanical, or plumbing contracting business, erection, installation, construction, alteration, relocation, replacement, repair, maintenance, removal or demolition of any electrical, mechanical, or plumbing system, in whole or in part, are required to obtain an occupational registration and pay a fee as follows:

REGISTRATION	FEE
Master Registration	See Fremont Master Fee Schedule
Master Examination*	See Fremont Master Fee Schedule
Journeyman Registration	See Fremont Master Fee Schedule
Journeyman Examination*	See Fremont Master Fee Schedule
Apprentice Registration	See Fremont Master Fee Schedule
Onsite Wastewater Treatment Professional Registration	See Fremont Master Fee Schedule
Water Conditioning Contractor/Installer Registration	See Fremont Master Fee Schedule
Water Conditioning Contractor/Installer Examination*	See Fremont Master Fee Schedule
Renewal Fee	See Fremont Master Fee Schedule

* For examinations administered by the City. All other examination fees shall be paid directly to the proctor.

(Ord. No. 5455, 7-31-18; Ord. No. 5476, 10-30-18; Ord. No. 5524, § 1, 1-28-20)

SECTION 2. REPEALER. That all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY. That if any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

PASSED AND APPROVED THIS 31ST DAY OF AUGUST 2021.

Joey Spellerberg, Mayor

Tyler Ficken, City Clerk